

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SAN ELIZARIO  
AND THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“Agreement”), related to the installation and maintenance of rain harvesting infrastructure for a community garden, is made and entered into by and between the City of San Elizario, Texas (the “City”), and the San Elizario Independent School District (the “District”). The City and the District may hereinafter be referred to individually as a “Party” and collectively as “the Parties.”

**RECITALS**

**WHEREAS**, the City currently has a license agreement with the County of El Paso related to property owned by the County of El Paso that is to be used for the purpose of maintaining a community garden (further described herein), encouraging urban agriculture, and fostering community engagement and education;

**WHEREAS**, the District and the City desire to enter into this Agreement to serve the public purpose of advancing the community garden and furthering the related goals of encouraging urban agriculture, and fostering community engagement and education;

**WHEREAS**, the District and the City desire to enumerate their respective rights, duties, and obligations with respect to the installation and maintenance of rain harvesting infrastructure at the community garden in this Agreement; and

**WHEREAS**, the District and the City are authorized to enter into this Agreement pursuant to Texas Local Government Code, Chapter 791.

**NOW THEREFORE**, for and in consideration of the following agreements set forth herein, and other good and valuable consideration, the Parties agree as follows:

- I. Description of Community Garden.** This Agreement pertains to the land, improvements, and community garden located at 12500 Socorro Road, San Elizario, Texas 79849 (the “Community Garden”).
- II. Term of Agreement.** This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2025 and expire after two (2) years, on the \_\_\_\_ day of \_\_\_\_\_, 2027. This Agreement may be renewed for three (3) additional one (1)-year terms by mutual written agreement, signed by both Parties.
- III. Duties of the District.** The District agrees as follows:
  - A. To install a metal canopy, gutters, and a rain tank (the “Rain Harvesting Infrastructure”) at the Community Garden. The District shall obtain the City’s prior

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Community Garden ILA  
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written consent to entry before it installs the Rain Harvesting Infrastructure at the Community Garden.

- B. The Rain Harvesting Infrastructure owned and installed by the District at the Community Garden shall remain the property of the District.
- C. To be responsible for the major repair, replacement, and maintenance of the Rain Harvesting Infrastructure for items that are not directly related to the normal wear associated with the City's use and possession of the Rain Harvesting Infrastructure ("**Non-Routine Maintenance**"), which shall include but not be limited to the repair, replacement, and maintenance of the metal canopy. The City shall notify the District in writing of any necessary repairs. Notices of repairs shall be sent to the address provided in this section. The District shall act timely and diligently to provide for such Non-Routine Maintenance upon notification by the City of any matters requiring such maintenance. The District shall notify the City of its entry for the purpose of repair, replacement, or maintenance of the Rain Harvesting Infrastructure at the Community Garden.

San Elizario ISD

Attn: Jesus Martinez, Executive Director – Support Services

j.martinez@seisd.net

PO Box 920

San Elizario, TX 79849

- D. To ensure that its installation, maintenance, and repair of the Rain Harvesting Infrastructure is in compliance with all state, federal, and local laws, ordinances, codes, and regulations.
- E. To not cause intentional damage to the Community Garden. In the event the Community Garden is damaged by the District, its agents, officers, or employees, the District agrees to inform the City of the damage as soon as reasonably possible and make all necessary repairs to restore the Community Garden to its original condition. Notwithstanding the foregoing, the City understands and acknowledges that normal wear and tear of the Community Garden may arise as part of the District's duties under this Agreement. Normal wear and tear of the Community Garden is expected and will not constitute damage under this section.
- F. At the termination of this Agreement, to remove from the Community Garden the Rain Harvesting Infrastructure and any fixtures, equipment, appliances, or other personal property placed or owned by the District at the Community Garden, unless otherwise agreed to in writing signed by both parties.

- G. To use reasonable efforts to identify and promote other opportunities for gardens, rain roofs, cover-cropping areas, and related projects in the community in collaboration with the City. Notwithstanding the foregoing, the District is in no way required to expend funds or monies in its reasonable effort to identify and promote other opportunities for gardens, rain roofs, cover-cropping areas, and related projects in the community.

**IV. Duties of the City.** The City agrees as follows:

- A. To reimburse the District for the reasonable costs of installing the Rain Harvesting Infrastructure, subject to the limitations provided under this Agreement.
- B. To use and operate the Rain Harvesting Infrastructure in a careful and proper manner, including but not limited to utilizing the captured water and regularly cleaning the Rain Harvesting Infrastructure.
- C. To not cause intentional damage to the Rain Harvesting Infrastructure. In the event the Rain Harvesting Infrastructure is damaged by the City, its agents, officers, or employees, the City agrees to inform the District of the damage as soon as reasonably possible and make all necessary repairs to restore the Rain Harvesting Infrastructure to its original condition. Notwithstanding the foregoing, the District understands and acknowledges that normal wear and tear of the Rain Harvesting Infrastructure may arise as part of the City's duties under this Agreement. Normal wear and tear of the Rain Harvesting Infrastructure is expected and will not constitute damage under this section.
- D. To conduct at least five (5) free educational events and/or workshops annually for students and the community related to urban agriculture, rain harvesting, gardening, sustainability, environmentalism, composting, and related topics. The date, time, location, topic, and other details of the educational events and workshops shall be decided by the City in its sole discretion. However, the District may make recommendations to the City, and the City shall in good-faith consider whether to incorporate those recommendations.
- E. To be responsible for the routine or minor repair, replacement, and maintenance of the Rain Harvesting Infrastructure for items related to the City's use and possession of the Rain Harvesting Infrastructure and the normal wear associated with such use and possession necessary to keep the Rain Harvesting Infrastructure in good and clean condition ("**Routine Maintenance**"), which shall include but not be limited to cleaning rain gutter components, removing debris to ensure proper rain water flow, and changing out broken piping, spigot(s), and gutter(s).
- F. To ensure that its maintenance, repair, use, and operation of the Rain Harvesting Infrastructure is in compliance with all state, federal, and local laws, ordinances, codes, and regulations.

- G. To obtain all necessary permits and/or approvals from the County of El Paso prior to the implementation of this Agreement.
- H. To use reasonable efforts to identify and promote other opportunities for gardens, rain roofs, cover-cropping areas, and related projects in the community in collaboration with the District. Notwithstanding the foregoing, the City is in no way required to expend funds or monies in its reasonable effort to identify and promote other opportunities for gardens, rain roofs, cover-cropping areas, and related projects in the community.
- V. **Designated Representative.** Each Party shall designate a Designated Representative to serve as its point of contact, shall provide the contact information for the Designated Representative to the other Party, and shall coordinate with the other Party for the effective implementation of this Agreement.
- VI. **Payment.**
- A. The District shall maintain accurate written records and receipts pertaining to its costs of installing the Rain Harvesting Infrastructure. The District shall timely submit such written records detailing the itemized costs of installing the Rain Harvesting Infrastructure to the City upon the completion of the District's installation. The City shall reimburse the District its costs, not to exceed \$7,000.00, within thirty (30) days of the City's receipt of written records detailing the District's costs.
- B. Payments submitted to the District under this Agreement shall be made payable to:
- San Elizario Independent School District  
Attn.: Finance Director  
P.O. Box 920  
San Elizario, Texas 79849
- VII. **Termination.** Either Party reserves the right to terminate this Agreement, with or without cause, upon providing thirty (30) days' written notice to the other Party.
- VIII. **Commitment of Current Revenues.** The Parties acknowledge their intent to obtain and appropriate sufficient funds to pay their obligations under this Agreement. Notwithstanding the foregoing, this Agreement is conditioned upon the Parties' best efforts to obtain and appropriate sufficient funds for this Agreement, and should sufficient funds not be appropriated, each Party may terminate this Agreement by providing the other Party written notice not later than 30 days prior to the then current budget year.

- IX. Entire Agreement.** This Agreement sets forth all the promises, agreements, conditions, and understandings between the Parties related to the Community Garden. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the Parties unless in writing and signed by them and made a part of this Agreement by direct reference. This Agreement supersedes and replaces all other prior interlocal agreements, contracts, or leases between the Parties concerning the Community Garden subject to this Agreement and any such prior agreements, contracts, or leases are hereby terminated.
- X. Indemnification.** To the extent authorized by the laws of the State of Texas, each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold the other Party (the “Indemnified Party”) harmless from and against all damages, losses, liens, causes of action, suits, judgments, costs, expenses, and other claims of any nature, including reasonable attorneys’ fees, incurred by the Indemnified Party as a result of any claims related to or arising out of the Indemnifying Party’s performance of its duties hereunder. The indemnity contained in this provision shall include, but is not limited to, claims arising directly or indirectly from any actions or omissions of any employee or authorized representative of either Party.
- XI. Contractual Relationship.** The District and the City are contracting Parties under this Agreement. Nothing in this Agreement creates or shall be construed to create a partnership, joint venture, nor any principal-agent or employer-employee relationship between the Parties or any of their officers, employees, agents, or contractors.
- XII. No Third-Party Beneficiaries.** No provision of this Agreement, express or implied, confers upon any person other than the Parties to this Agreement, any rights, remedies, obligations, or liabilities hereunder. No third party will have a right to enforce or seek damages under this Agreement.
- XIII. Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in El Paso County, Texas.
- XIV. Governmental Immunity.** Nothing in this Agreement shall be construed to waive, modify, or amend any legal defense available to the District, the City, or any past or present trustee, officer, agent, or employee, of either Party including, but not limited to governmental immunity from suit as provided by law.
- XV. Contract Supervision.** The District and the City shall each monitor, review, and provide oversight and supervision of their respective contractual obligations as they are provided, and each agrees to notify the other as soon as reasonably practicable in the event the level or quality of any scheduling, operating, services or performance issue becomes unsatisfactory.

**XVI. Notice.** Any notice given hereunder by either Party to the other (except for the notice of repairs under Section III(C)) shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to the City shall be sufficient if made or addressed to the office of the Mayor. Notice to District shall be sufficient if made or addressed to the office of the Superintendent. Each Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

For District: San Elizario Independent School District  
Attn.: Superintendent  
P.O. Box 920  
San Elizario, Texas 79849

For City: City of San Elizario  
Attn.: Mayor  
P.O. Box 1458  
San Elizario, Texas 79849

**XVII. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

**XVIII. Gender, Number, And Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender. Words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**XIX. Execution In Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**XX. Amendment.** This Agreement may only be amended in writing upon execution by both Parties.

**XXI. Assignability.** This Agreement shall be assignable only by a duly executed, written agreement of both Parties. The provisions of this Agreement may be enforced by the Parties hereto and their respective successors and assigns.

**XXII. Waiver.** The waiver by any Party of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

**XXIII. Force Majeure.** Neither Party hereto will be deemed in default of the Agreement be liable or responsible to the other Party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either Party's reasonable control, (including but not limited to) acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either Party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under the Agreement become illegal, impossible, impracticable, not reasonably possible, or if a Party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

**EXECUTED** and **ATTESTED** to by the Parties, hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified in the counterpart executed by such entity.

*Signatures on following page.*

**SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

Date: \_\_\_\_\_

**CITY OF SAN ELIZARIO**

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney