

#21  
2/11/19

STATE OF TEXAS                    §            AGREEMENT BETWEEN  
   §            UNITED ISD, LAREDO ISD,  
COUNTY OF WEBB                §            WEBB CISD AND WEBB COUNTY

This Agreement ("Agreement") is entered into by and between the United Independent School District, Laredo Independent School District, Webb Consolidated Independent School District, all political subdivisions of the State of Texas (hereinafter collectively "DISTRICTS" and singularly "DISTRICT"), acting by and through their respective President of the Board of Trustees, and the County of Webb, Texas, a political subdivision of the State of Texas (hereinafter "COUNTY"), acting by and through its County Judge pursuant to authority granted by COUNTY's governing body. Collectively, the DISTRICTS and COUNTY may be referred to as the PARTIES.

**I.  
PURPOSE**

1.1 For and in consideration of the observance of the terms and conditions set forth below; the DISTRICTS and COUNTY enter this Agreement for the purpose of setting forth the terms and conditions for the disbursement of proceeds and revenues generated and realized from the disposition and use of real property entrusted to the COUNTY pursuant to Article VII, §6 of the Texas Constitution, to wit, lands granted to the COUNTY for educational purposes and which the COUNTY must protect, preserve; and dispose in trust for the benefit of the public schools in Webb County, Texas.

1.2 DISTRICTS' and COUNTY's signatories represent, warrant, assure and guarantee that they possess the legal authority, pursuant to applicable law and appropriate and official motion, resolution or action passed by their governing body to enter into this Agreement on behalf of and bind their party and to perform the responsibilities herein set out.

1.3 DISTRICTS and COUNTY agree to cooperate and use best efforts to facilitate the purpose herein.

**II.  
DEFINITIONS**

2.1 "County School Lands" means the real property entrusted to the COUNTY under Article VII, §6 of the Texas Constitution.

2.2 "County Permanent School Fund" means County School Lands and the investments purchased from the proceeds from the sale of such real property, collectively.

2.3 "Available Fund" is defined herein as that term is used in Article VII, §6, Texas Constitution, and generally means (1) the interest and revenue from investments of the County Permanent School Fund, and (2) rental and lease proceeds and other monies realized from the use of the County School Lands.

2.4 "Scholastic Basis" means on the basis of the estimated number of persons residing in the DISTRICT eligible by age for free education, regardless of whether the person is enrolled in or attending that DISTRICT's schools.

*Dist. Proposal*

**III.  
TERM**

3.1 This Agreement will be for a term of one (1) year beginning as set forth herein and shall renew automatically in one-year intervals without any required action on behalf of the PARTIES unless terminated pursuant to the terms herein.

**IV.  
PRINCIPAL AND REVENUE DISBURSEMENT**

4.1 Available Fund will be disbursed annually to the DISTRICTS on a per Scholastic Basis.

4.2 County Permanent School Fund (except the real property currently owned by the County), less \$1,000,000 to pay for ad valorem taxes on the County School Lands or royalty interest owned at the time of initial disbursement, will be disbursed to DISTRICTS on a per Scholastic Basis within 30 days from execution of this Agreement according to the percentages stated in Section 4.3. Thereafter, as of August 31, 2006 County Permanent School Fund, less necessary and sufficient amount, not to exceed \$1,000,000, of the corpus to pay for ad valorem taxes on the County School Lands or royalty interest owned at the time of disbursement, will be disbursed annually to the DISTRICTS on a per Scholastic Basis as defined in this Agreement. The County may unilaterally decide to keep less than the \$1,000,000 contemplated herein to be withheld. DISTRICTS will use such disbursements solely for reducing bond indebtedness or making permanent improvements.

4.3 DISTRICTS hereby agree that as per Scholastic Basis the following percentages are the disbursement proportions: United Independent School District - 65.2%; Laredo Independent School District- 34.4%; Webb Consolidated Independent School District - 0.4%.

4.4 The disbursement proportions as per Scholastic Basis in Section 4.3 shall be updated annually via a letter addendum to this Agreement executed by the PARTIES.

**V.  
SALE OF COUNTY SCHOOL LANDS**

5.1 Nothing herein is intended or will be construed to require COUNTY to sell County School Lands. However, in the event the COUNTY sells County School Lands, proceeds from such sale will be disbursed as provided in Article IV.

**VI.  
TERMINATION/REMEDIES**

6.1 This Agreement may be terminated by COUNTY or all the DISTRICTS, collectively, at any time for convenience. In such event, the party terminating shall notify the other party, in writing, at least thirty (30) days in advance of the effective date of termination.

6.2 Any DISTRICT may withdraw from this Agreement by providing ten (10) days written notice to the other PARTIES.

6.3 Nothing herein is intended to waive or limit any remedies to which a party is entitled.

**VII.  
LIABILITY**

7.1 COUNTY and the DISTRICTS acknowledge they are political subdivisions of the State of Texas and are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set forth in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq., and the limits, defenses and remedies authorized therein or in other law regarding claims or causes of action that may be asserted against them are not intended to be waived by executing or participating in this Agreement.

**VIII.  
ASSIGNMENT**

8.1 This Agreement and its responsibilities are not assignable. Any attempt to assign this Agreement or a party's obligation hereunder is void.

**IX.  
ATTORNEYS' FEES**

9.1 In the event any action is brought in a court with competent jurisdiction to enforce or construe this Agreement, the prevailing party(ies) will be entitled to recover from the other party its reasonable costs and attorneys' fees.

**X.  
SEVERABILITY**

10.1 The PARTIES hereto agree that if any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable, wider any present or future federal or state, effective during the term of this Agreement, then and in that event, it is the intention of the PARTIES hereto that the remainder of this Agreement will not be affected thereby, and it is also the intention of the PARTIES to this Agreement that in lieu of each clause or provision of this Agreement that is held to be illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**XI.  
AMENDMENT**

11.1 No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the PARTIES hereto.

**XII.  
NOTICES**

12.1 Any notice hereunder may be given by U.S. certified or registered mail to the person(s) and addresses listed below. Such addresses may be changed from time to time by written notice of such change given in accordance with this Article XI.

If to COUNTY:            Honorable County Judge  
                                  1000 Houston St., 3<sup>rd</sup> Floor

Laredo, Texas 78040

If to United ISD: Roberto J. Santos  
201 Lindenwood Drive  
Laredo, Texas 78045

If to Laredo ISD: Dr. Sylvia G. Rios  
1714 Houston St.  
Laredo, Texas 78040

If to Webb CISD: Heriberto Gonzalez  
619 Avenue F  
Bruni, Texas 78344

**XIII.  
APPROVAL OF A PARTY**

13.1 Whenever this Agreement calls for approval by a party, unless otherwise set forth herein, such approval will be evidenced by the written approval of that party's signatory herein below or his designee unless express approval by that party's governing body is required.

**XIV.  
RELATIONSHIP OF PARTIES**

14.1 Nothing contained herein will be deemed or construed by the PARTIES hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between PARTIES hereto.

**XV.  
GOVERNING LAW**

15.1 Texas law will apply to enforce or construe this Agreement and all obligations of the parties created hereunder. This Agreement is fully performable in Webb County, Texas.

**XVI.  
GENDER**

16.1 Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

**XVII.  
CAPTIONS**

17.1 The captions contained in this Agreement are for convenience of reference only and do not limit or enlarge the terms and conditions of this Agreement.

**XVIII.  
ENTIRE AGREEMENT**

18.1 This Agreement, together with any exhibits, constitutes the entire agreement between the PARTIES for the purpose hereunder and supersedes all prior or contemporaneous agreements between the PARTIES, whether oral or written.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the **EFFECTIVE DATE**.

COUNTY:

**WEBB COUNTY, TEXAS**

DISTRICT:

**UNITED INDEPENDENT SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
Date  
Printed Name: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_  
County Clerk

**ATTEST:**

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

**LAREDO INDEPENDENT SCHOOL  
DISTRICT**

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

**ATTEST:**

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

**WEBB CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT**

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

**ATTEST:**

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