

THE STATE OF TEXAS )  
 )  
COUNTY OF WEBB )

**INTERLOCAL AGREEMENT**

**This Interlocal Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the UNITED INDEPENDENT SCHOOL DISTRICT (“UISD”), a political subdivision of the State of Texas, acting through its Board of Trustees and located at 201 Lindenwood, Laredo, Texas 78045, and TEXAS A&M INTERNATIONAL UNIVERSITY (“TAMIU”), a part of the Texas A&M University System and an agency of the State of Texas, acting through its Administration and located at 5201 University Boulevard, Laredo, Texas 78041. UISD and TAMIU are each a “Party” and collectively, the “Parties.”**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments and political subdivisions, including UISD, to contract with each other or with a state agency to perform governmental functions and services; and

**WHEREAS**, UISD has a portable building (“Portable”) that has been processed for disposition by UISD pursuant to its administrative procedures; and

**WHEREAS**, UISD used such Portable for operational purposes; and

**WHEREAS**, UISD has determined that said Portable is excess property and is not necessary for the operation of UISD in accordance with UISD Policies CI (Local) and BE (Legal)/(Local); and

**WHEREAS**, TAMIU has expressed a desire to acquire the Portable from UISD for use by the TAMIU men’s and women’s soccer programs.

**WHEREAS**, the Board of Trustees for UISD and Administration for TAMIU, performing a governmental function, desire to promote interlocal cooperation; and

**WHEREAS**, UISD and TAMIU have each entered into this Agreement by the action of their respective bodies and in the appropriate manner prescribed by law.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

**SECTION I  
UISD OBLIGATIONS**

**1.1** Under this Agreement, UISD shall donate one Portable to TAMIU as this Portable is excess property and is no longer operational by UISD. UISD shall provide all documents necessary to transfer ownership to TAMIU. Said Portable shall be used to assist in the operations

of TAMIU's athletics program(s).

## **SECTION II TAMIU OBLIGATIONS**

**2.1** TAMIU shall cover all costs and expenses to move the Portable from its current location on UISD property to its final location on TAMIU property. TAMIU shall coordinate with UISD administration regarding the delivery date and means of delivery at least 14 calendar days prior to the removal of the Portable from UISD property. TAMIU agrees to use all reasonable efforts to not damage any UISD property during the move, and to minimize any disruption of UISD operations during the move.

**2.2** Upon delivery of the Portable, said Portable shall become property of TAMIU and TAMIU shall be solely responsible for its maintenance and disposition. TAMIU shall assume all risks and responsibilities associated with said Portable, including all liabilities, both known and unknown.

## **SECTION III CONTRACTUAL RELATIONSHIP**

**3.1** The parties to this Agreement are governmental entities that are entering into this contract pursuant to Chapter 791, Texas Government Code, which establishes the legal relationship between the Parties. No other legal relationship is intended to be created by this Agreement, to include but not be limited to landlord-tenant, employer-employee, or principal-agent. No provision of this Agreement that imposes an obligation or restriction on either Party not permitted by applicable law shall be enforceable.

**3.2** UISD acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind TAMIU to any obligation other than the obligations set forth in this Agreement. TAMIU also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind UISD to any obligation other than the obligations set forth in this Agreement.

## **SECTION IV RISK ALLOCATION – LIMITATION OF LIABILITY**

### **4.1 Liability.**

This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either Party by law.

### **4.2 Exclusion of Incidental and Consequential Damages.**

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither Party shall be liable to the other Party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind resulting from UISD's donation of the Portable to TAMIU. Neither Party hereto shall be liable to the other Party or any third party by

reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other Party regardless of whether the Party receiving said information from the other Party was advised, had other reason to know, or in fact knew thereof.

#### **4.3 Intentional Risk Allocation.**

UISD and TAMIU each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

#### **4.4 No Indemnification.**

The Parties expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

#### **4.5 Fines and Penalties.**

Each Party shall be solely responsible for fiscal penalties, fines, or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that Parties actions, except as may be specifically provided by law.

### **SECTION V GOVERNMENTAL FUNCTION AND IMMUNITY**

#### **5.1 Governmental Function.**

The Parties expressly agree that, in all things relating to this Agreement, UISD and TAMIU enter into this Agreement for the purpose of performing a governmental function and are performing governmental functions, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of each Party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

#### **5.2 Sovereign Immunity.**

UISD and TAMIU reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The Parties expressly agree that neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

#### **5.3 Hold Harmless**

TAMIU shall hold UISD harmless for any liability or potential lawsuit arising from the use of a motor vehicle arising from the removal of the Portable from UISD property and transfer to TAMIU property, and brought by a third party under Texas Civil Practice and Remedies Code § 101.021.

## **SECTION VI GENERAL PROVISIONS**

### **6.1 Compliance with Laws.**

UISD and TAMIU shall comply with all applicable local, state, and federal laws in performance of their obligations under this Agreement.

### **6.2 Complete Agreement.**

This Agreement, together with the Attachment(s) attached hereto, constitutes the entire agreement between the Parties relating to the terms and conditions of the Agreement. The Parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

### **6.3 Amendment/Assignment.**

This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner, unless done so in writing and signed by the authorized representatives of the parties.

### **6.4 Governing Law.**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law.

### **6.5 Venue.**

The Parties hereto agree that this Agreement shall be enforceable in Laredo, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Webb County, Texas. Should the need for dispute resolution arise, venue is in Webb County, Texas.

### **6.6 Severability.**

All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the Parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

### **6.7 Section Headings.**

The section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

### **6.8 Current Revenues.**

Pursuant to Texas Government Code §791.011(d)(3), each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**6.9 Notices.**

All notices provided under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

UISD: Mr. Joseph “Mike” Garza  
Co-Administrator-in-Charge  
United Independent School District  
201 Lindenwood Drive  
Laredo, Texas 78045

TAMIU: Texas A&M International University  
5201 University Boulevard  
Laredo, Texas 78041

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Either Party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to the other Party in the manner set forth herein.

**6.10 Representation of Counsel; Mutual Negotiation.**

Each Party has had the opportunity to be represented by joint counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

**6.11 Execution and Counterparts.**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts when making such proof.

**6.12 Warranty of Capacity to Execute Contract.**

The person signing this Agreement on behalf of TAMIU warrants that he/she has the authority to do so and to bind TAMIU to this Agreement and all the terms and conditions contained herein.

**(Signatures begin on the following page)**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**UNITED INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Mr. Ramiro Veliz, III  
Board President

**ATTEST:**

\_\_\_\_\_  
Ms. Michelle Molina  
Board Secretary

DRAFT

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**TAMIU**

\_\_\_\_\_  
[Authorized TAMIU Representative]

**ATTEST:**

\_\_\_\_\_  
[Authorized TAMIU Representative]

DRAFT