

**BOARD OF TRUSTEES
AGENDA**

<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Regular	<input type="checkbox"/>	Special
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(A) **Report Only** **Recognition**

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) **Action Item**

Presenter(s): MR. GILBERTO GONZALEZ, SUPERINTENDENT OF SCHOOLS

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE INTERGOVERNMENT AGREEMENT BETWEEN THE CITY OF EAGLE PASS AND THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT FOR THE USE OF THE CITY'S MUNICIPAL GOLF COURSE.

(C) **Funding source: Identify the source of funds if any are required.**

(D) **Clarification: Explain any question or issues that might be raised regarding this item.**

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EAGLE PASS AND
THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS §
COUNTY OF MAVERICK §

This Agreement is made and entered into by and between THE CITY OF EAGLE PASS, a Texas home rule municipal corporation, hereinafter called “the City,” and THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT, a Texas independent school district located in Maverick County, Texas, hereinafter called “the District.”

WITNESSETH

WHEREAS, the District is committed to developing partnerships with other entities and institutions to improve student performance in academics, fine arts, sports, and athletics; and

WHEREAS, the City is equally committed to the same goal for its young residents; and

WHEREAS, the City owns facilities which can also be utilized by the District’s students to achieve the mutually stated goals; and

WHEREAS, one of the facilities is a municipal golf course which can be utilized by the students of the District for practice and competition to improve their skills as golfers and students of golf.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. FACILITIES AND SERVICES TO BE PROVIDED BY THE CITY

1.1 The City will allow no more than forty-five (45) students of the District’s golf teams to use the City’s municipal golf course on weekends for practice and tournament play.

1.2 The City will meet with District management, coaches and athletic director to set rules, dates and times for use of the City’s municipal golf course by District students.

1.3 The City agrees to mow the area of practice and irrigate the designated teeing grounds for District students to practice.

1.4 The City will not provide instructors or golf course club members to teach golf or golf etiquette.

1.5 The City will provide a chipping green to allow District students to practice approaches.

2. RESPONSIBILITIES OF THE DISTRICT

2.1 The students participating in the District's golf team will be under the supervision of a golf coach at all times when using the City's municipal golf course.

2.2 The rules of the City's municipal golf course will be adhered to by the District's students and their coaches when using the City's municipal golf course.

2.3 The District agrees to pay the City rent of \$12,000.00 for the term of this Agreement which will include use of the City's municipal golf course by the District's golf team members including the Junior High School Programs (Memorial and Eagle Pass Junior High) and the Summer Program. Rent shall be paid to the City not later than thirty (30) days from (i) the beginning of the term of this Agreement or (ii) upon execution of this Agreement, whichever is later.

3. TERM OF AGREEMENT

The term of this Agreement will be for twelve (12) months from September 1, 2014 to August 31, 2015. This Agreement may be renewed or amended by the mutual written agreement of the parties.

4. LIABILITY

Each party to this Agreement agrees that it will be liable for its own acts and each party will not waive any of its immunities.

5. TERMINATION

This Agreement may be terminated prior to the expiration of the term hereof as follows:

- (a) by mutual agreement of the parties; or
- (b) by any one party, with or without cause, upon thirty (30) days advance written notice to the other party.

If this Agreement is terminated as set forth above, the District shall be entitled to a refund of rent paid in an amount equal to \$1,000.00 per month for each month remaining prior to termination. Any refund of rent for a partial month of use or occupancy by Tenant shall be prorated on a daily basis.

IN WITNESS WHEREOF, this Agreement is executed as of the last day written below.

CITY OF EAGLE PASS

**EAGLE PASS INDEPENDENT
SCHOOL DISTRICT**

By:
GLORIA BARRIENTOS
CITY MANAGER

By:
GILBERTO GONZALEZ
SUPERINTENDENT

DATE:

DATE:

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EAGLE PASS AND
THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS §
COUNTY OF MAVERICK §

This Agreement is made and entered into by and between THE CITY OF EAGLE PASS, a body corporate and politic under the laws of the State of Texas, hereinafter called "City," and THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT, a Texas independent school district located in Maverick County, Texas, hereinafter called "The District."

WITNESSETH

WHEREAS, the District is committed to developing partnerships with other entities and institutions to improve student performance in academics, fine arts, sports, and athletics; and

WHEREAS, the City is equally committed to the same goal for its young citizens; and

WHEREAS, the City owns facilities which can also be utilized by the District's students to achieve the mutually stated goals; and

WHEREAS, one of the facilities is a municipal golf course which can be utilized by the students of the District for practice and competition to improve their skills as golfers and students of golf.

NOW, THEREFORE, in consideration to the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. FACILITIES AND SERVICES TO BE PROVIDED BY THE CITY

1.1 The City will allow no more than 45 students of the District's golf team to use the City's municipal golf course on weekends for practice and tournament play.

1.2 The City will meet with District management, coaches and athletic director to set rules, dates and time for use of the City's municipal golf course by District students.

1.3 The City agrees to cut the area of practice and water designated teeing ground for District students to practice.

1.4 The City will have municipal golf course club members teach the District students golf etiquette.

1.5 The City will provide a chipping green to allow District students to practice approaches.

2. **RESPONSIBILITIES OF THE DISTRICT**

2.1 The students participating in the District's golf team will be under the supervision of a golf coach at all times when using the City's municipal golf course.

2.2 The rules of the City's municipal golf course will be adhered to by the District's students and their coaches when using the City's municipal golf course.

2.3 The District agrees to pay the City \$12,000.00 for the term of this Agreement which will include use of the course by the District's golf team members including the Junior High School Program (Memorial and Eagle Pass Junior High) and the Summer Program. This payment shall be made to the City not later than thirty (30) days from the beginning of the term of this agreement.

3. **TERM OF AGREEMENT**

The term of this Agreement will be for twelve (12) months from September 1, 2013 to August 31, 2014. This Agreement may be renewed or amended by mutual written agreement of the parties.

4. **LIABILITY**

Each party to this Agreement agrees that it will be liable for its own acts and each party will not waive any of its immunities.

5. **TERMINATION**

This Agreement may be terminated prior to the expiration of the term hereof as follows:

- (a) by mutual agreement of the parties; or
- (b) by any one party, with or without cause, upon thirty (30) days advance written notice to the other party.

IN WITNESS WHEREOF, this instrument is executed as of the last day written below.

CITY OF EAGLE PASS

**EAGLE PASS INDEPENDENT
SCHOOL DISTRICT**

By: *Gloria Barrientos*
GLORIA BARRIENTOS
CITY MANAGER

By: _____
GILBERTO GONZALEZ
SUPERINTENDENT

DATE: 8/7/2013

DATE: _____