

**BOARD OF TRUSTEES  
AGENDA**

<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Regular</b>	<input type="checkbox"/>	<b>Special</b>
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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 AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT AND THE CITY OF EAGLE PASS – 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.**



September 16, 2015

Mr. Gilberto Gonzalez, Superintendent  
Eagle Pass Independent School District  
1420 Eidson Road  
Eagle Pass, TX 78852

RE: 2015-2016 Intergovernmental Agreement- Golf Course

Dear Mr. Gonzalez:

Enclosed you will find two duplicates of the above-referenced agreement between your agency and the City of Eagle Pass. Please sign both agreements, keep one for your records, and return one to our office.

Should you have any questions concerning this matter, do not hesitate to contact our office.

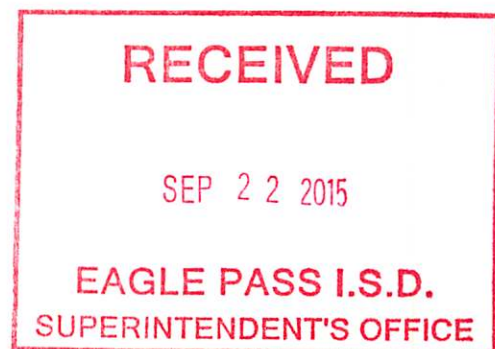
Respectfully,

A handwritten signature in blue ink, appearing to read "Imelda Rodriguez", is written over the typed name.

Imelda Rodriguez  
City Secretary

er

Enclosures





September 17, 2015

Gilberto Gonzalez  
Superintendent  
Eagle Pass Independent School District  
904 Kelso  
Eagle Pass, Texas 78852

*RE: Interlocal Agreement Renewal – Golf course*

Dear Mr. Gonzalez:

Please be informed that our City Council approved the interlocal agreement with the Eagle Pass Independent School District for the use of services and equipment on September 15, 2015. Attached are two original copies signed by our Mayor and two copies that highlight the changes made to the previous agreement. The changes are as follow (redlined):

2. Responsibilities of the District

2.3 The District agrees to pay the City rent of \$24,000.00 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. This 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 the execution of this agreement, whichever is later.

3. Term of Agreement

The term of this Agreement is from September 1, 2015 to August 31, 2016. Upon the expiration of the above term, this agreement shall renew for successive, automatically renewable one (1) year periods under the same terms and conditions as provided under this agreement.

If you are in agreement with the agreement, please sign and return to us one of the clean copies attached. If you need further information please feel free to contact me at (830) 773-1111 or by email at [hchavez@eaglepasstx.us](mailto:hchavez@eaglepasstx.us).

Respectfully,

CITY OF EAGLE PASS

Hector Chavez  
Interim City Manager

Enclosure

**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 ruled 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 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.

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

1.3 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 \$24,000.00 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. This 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 the execution of this agreement, whichever is later.

**3. TERM OF AGREEMENT**

The term of this Agreement is from September 1, 2015 to August 31, 2016. Upon the expiration of the above term, this agreement shall renew for successive, automatically renewable one (1) year periods under the same terms and conditions as provided under this agreement.

3.1 This Agreement, however, shall terminate in the event sufficient funds are not appropriated by Eagle Pass Independent School District to meet the District's fiscal obligations or if sufficient funds are not appropriated to the City by its Council, to meet obligations agreed hereto in any fiscal year. In such event, either party agrees to give the other party thirty (30) days written notice prior to termination.

3.2 Notwithstanding anything herein to the contrary, either party may terminate this agreement with or without cause, upon giving written notice to the other, thirty (30) days prior to the date of termination during the initial term of this Agreement or during any holdover period.

**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**


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 \$1000.00 per month for each 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.

**EAGLE PASS INDEPENDENT  
SCHOOL DISTRICT**

**CITY OF EAGLE PASS**

By: \_\_\_\_\_  
LUPITA FUENTES  
BOARD PRESIDENT

  
By: \_\_\_\_\_  
RAMSEY ENGLISH CANTU  
MAYOR

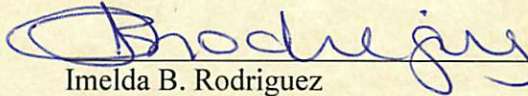
DATE: \_\_\_\_\_

DATE: September 16, 2015

ATTEST:

ATTEST:

\_\_\_\_\_  
Hilda Mauricio  
Secretary

  
Imelda B. Rodriguez  
City Secretary