



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

• **TOPIC:** Discussion and Possible Action to Approve an Interlocal Agreement Between Webb County and United Independent School District For the Use of the Casa Blanca Golf Course Facilities

SUBMITTED BY: Juan J. Cruz **OF:** School Attorney

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: November 15, 2017

RECOMMENDATION:

It is recommended that the United ISD Board Discuss and possibly approve an Interlocal Agreement Between Webb County and United Independent School District For the Use of the Casa Blanca Golf Course Facilities

RATIONALE:

BUDGETARY INFORMATION:

POLICY REFERENCE & COMPLIANCE:

**INTERLOCAL AGREEMENT
BETWEEN WEBB COUNTY
AND UNITED INDEPENDENT SCHOOL DISTRICT
FOR THE USE OF THE CASA BLANCA GOLF COURSE FACILITIES**

This Agreement made and entered into by and between Webb County, a political subdivision of the State of Texas, acting through its County Judge, as authorized by its Commissioner Court, hereinafter referred to as "County" and the United Independent School District, a political subdivision of the State of Texas, acting by and through its Superintendent as authorized by its School Board, hereinafter referred to as "UISD," pursuant to Chapter 791, Texas Government Code, Inter-local Cooperation Act.

WITNESSETH

WHEREAS, County and UISD are political subdivisions of the State of Texas; and

WHEREAS, County operates the Webb County Casa Blanca Golf Course, and

WHEREAS, UISD has requested permission to use the Webb County Casa Blanca Golf Course facilities in order to provide a facility where student athletes can practice and learn the game of golf, and

WHEREAS, said UISD participating schools and teams are Alexander High School (boys and girls), LBJ High School (boys and girls), United High School (boys and girls), and United High School (boys and girls); and

WHEREAS, County and UISD desire to contract to continue to efficiently and effectively provide such extra-curricular educational services for the students in our community; and

WHEREAS, on March 13, 2017, Webb County Commissioner's Court approved that Webb County and UISD to enter into a formal agreement and adopted a fee schedule for UISD; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows;

**I.
REQUIREMENTS OF UISD**

UISD coaches and student athletes will follow the following Range Rules of the Webb County Casa Blanca Golf Course:

1. Range practice is limited to 2 days a week upon availability.
2. Each team will consist of 8 members.
3. Only 3 hitting stations will be allowed per team.
4. Coaches must be present at the range with the players.
5. Coaches must pick up all range baskets.

**II.
REQUIREMENTS OF WEBB COUNTY**

The Webb County Casa Blanca Golf Course will provide the following services:

1. Approximately 200 range balls (1 jumbo basket for boys and 1 jumbo basket for girls) will be provided.
2. Additional range balls will be available for purchase at half price.
3. The Golf Course will be available Monday Through Friday upon availability of a tee time.
4. There will be no limit as to the number of UISD teams allowed on the Webb County Casa Blanca Golf Course at one time.

**III.
COMPENSATION**

In consideration of the providing of the above services by Webb County, UISD shall pay Webb County ONE THOUSAND DOLLARS (\$1,000.00) per Varsity Team for a total amount of EIGHT THOUSAND DOLLARS (\$8,000.00) during the term of this agreement.

**IV.
TERM OF AGREEMENT**

Unless sooner terminated as hereinafter provided, the terms of this Agreement shall commence on October 1, 2017 and end on April 30, 2018. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice by either party. If the Agreement is terminated, UISD will be refunded any amount previously paid, on a prorated basis by County, within ten (10) calendar days of the termination of this Agreement.

**V.
APPLICABLE STANDARDS**

In performing the services under this Agreement, County and UISD shall observe and comply with all applicable state laws, rules, and regulations affecting the services to be provided hereunder.

**VI.
INSURANCE AND INDEMNIFICATION**

The County and UISD, at their own expense, shall provide and maintain, during the term of this Agreement, adequate minimum insurance coverage as required by law, with or without retention, or a self-insurance program, which shall cover liability for property damage and personal injury arising from the use of the Webb County Casa Blanca Golf Course.

To the extent allowed by law, the parties agree to defend and indemnify each other and their employees, trustees, and agents for claims, causes of action, costs, damages, including personal injury damages, losses and expenses, including reasonable attorneys' fees. This provision shall survive termination or expiration of this Agreement.

**VII.
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties for the services to be provided hereunder, and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreement altering or supplementing the terms hereof may be made except by means of written document(s) signed by the duly authorized representatives of the parties hereto.

**VIII.
GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well, as the rights of the parties hereunder shall be governed by the law of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas.

**IX.
NOTICES**

Any notice required hereunder shall be in writing and hand delivered or mailed to the respective parties as follow:

To: WEBB COUNTY

To: UISD

Tano E. Tijerina
Webb County Judge
1000 Houston St.
Laredo, Texas 78040

Mr. Roberto J. Santos
Superintendent of Schools
United Independent School District
201 Lindenwood Drive
Laredo, Texas 78045

**X.
PARTIAL INVALIDITY**

If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, shall, for any reason, be held by a Court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

**XI.
NON-DISCRIMINATION**

Any discrimination by the County or UISD or their agents or employees on account of race, color, sex, age, religion, handicap, or national origin in the use of the Webb County Casa Blanca Golf Course is prohibited.

**XII.
FORCE MAJEURE**

Neither party to this Agreement shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this Agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three days.

**XIII.
AUTHORITY**

The signers of this Agreement hereby represent and warrant that they have authority to execute this Agreement on behalf of each of their governing bodies.

EXECUTED in duplicate originals this _____ day of _____, 2017.

WEBB COUNTY

**UNITED INDEPENDENT
SCHOOL DISTRICT**

HONORABLE TANO E. TIJERINA
WEBB COUNTY JUDGE

ROBERTO J. SANTOS
SUPERINTENDENT OF SCHOOLS

ATTEST:

MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:

ALEXANDRA COLLESIDES SOLIS
DIRECTOR, WEBB COUNTY CIVIL
LEGAL DIVISION*

JUAN J. CRUZ
UISD ATTORNEY

*By law, this county civil legal division may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Approved by Commissioner's Court on March 13, 2017,
Item No. 16.