



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC** For consideration and possible action to approve the MOU between UISD and LISD for use of UISD athletic facilities

**SUBMITTED BY:** Eduardo Zuniga, CPA **OF:** Student Support Services

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** August 11, 2009

**DATE ASSIGNED FOR BOARD CONSIDERATION:** August 19, 2009

**RECOMMENDATION:**

Staff recommends approval of attached Memorandum of Understanding between UISD and LISD for the use of Krueger Field and the Student Activity Complex during the upcoming varsity football season. LISD is currently rebuilding their football stadium and they have requested to use our stadiums for their varsity football games.

**RATIONALE:**

**BUDGETARY INFORMATION:**

UISD is to be compensated as per the attached MOU.

**BOARD POLICY REFERENCE AND COMPLIANCE:**

**INTER-LOCAL GOVERNMENTAL  
AGREEMENT  
FOR  
USE OF ATHLETIC FACILITIES  
BETWEEN  
LAREDO INDEPENDENT SCHOOL DISTRICT  
AND  
UNITED INDEPENDENT SCHOOL DISTRICT**

This Inter-local Governmental agreement is hereby entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Laredo Independent School District, a Texas political subdivision (hereinafter called "LISD"), acting by and through its Board of Trustees, and the United Independent School District, a Texas political subdivision (hereinafter called "UISD"), acting by and through its Board of Trustees.

**I. PREAMBLE**

**WHEREAS**, the LISD athletic facility known as Shirley Field will not be available for use by LISD's students for athletic events during the 2009-2010 school year as a result of the demolition and renovation of the facilities; and,

**WHEREAS**, UISD agrees to make available to LISD students its athletic facilities known as the Student Athletic Complex and Krueger Field for certain athletic events; and,

**WHEREAS**, the Chapter 791 of the Texas Government Code authorizes political subdivisions to enter into intergovernmental agreements; and

**WHEREAS**, LISD and UISD are each political subdivisions located in Webb County, Texas.

**NOW, THEREFORE**, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

**I. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS**

- 1.1 UISD agrees to allow LISD to conduct three (3) athletic events at its Student Athletic Complex and eleven (11) athletic events at Krueger Field according to the schedule attached hereto as Exhibit "A" and fully incorporated herein by reference. By mutual agreement, the parties may add additional dates for playoff games.
- 1.2 For each athletic event, UISD will provide 6 ticket personnel, 2 custodians, 5 police officers, 10 security officers, 5 grounds crew staff, and 1 clerk at no additional cost to LISD.
- 1.3 LISD will provide its own announcer for the games held at Krueger Field and shall provide an ambulance at all games played at UISD facilities.

**II. COMPENSATION**

- 2.1 LISD shall pay to UISD a fee of \$5,000 per event at the Student Athletic Complex and a fee of \$4,000 per event at Krueger Field, for a total amount of \$9,000.
- 2.2 LISD agrees to be responsible for fees paid for game officials, including the officials' mileage, meals and UIL fees.

- 2.3 The amounts to be paid by LISD for each game, as identified in paragraphs 2.1 and 2.2 above, shall be deducted from the gate receipts of each game. If the gate receipts are not sufficient to pay these amounts, the balance shall be billed to LISD. Any excess gate receipts for each game shall be paid to LISD.

### III. TERM

- 3.1 The term of this Agreement shall begin upon execution by both parties and end on May 31, 2010. By mutual agreement, the parties may agree to renew this agreement for the 2010-2011 school year.

### IV. COMPLIANCE

- 4.1 LISD shall fully comply with all established laws and regulations applicable to supervision and education of its students subject to this Agreement.

### V. INSURANCE AND INDEMNIFICATION

- 5.1 LISD and UISD, at their own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without a retention, or a self-insurance program, which shall cover liability for property damage and personal injury pursuant to students' use of the UISD facilities. UISD shall require LISD to provide personal injury and property damage insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) with an aggregate limit of not less than one million dollars (\$1,000,000.00) for use of the facilities identified in paragraph 1.1 and said insurance shall name UISD as an additional insured on the policy. Coverage provided by such policy or rider must apply to the death or injury of any person and the damage of property that results, directly or indirectly, from the intentional or negligent act or omission of LISD's officers, agents, employees, guests, or invitees during the use of UISD facilities identified in paragraph 1.1. Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the use. LISD must provide UISD with a certificate of insurance attesting to the existence of a policy or policies providing coverage required. If a policy contains deductive provisions, LISD shall be responsible for payment of the deductible amount for any claim(s). **Cancellation of insurance also cancels this Interlocal Governmental Agreement until proof of insurance can be provided to UISD.**
- 5.2 To the extent allowed by law, LISD agrees to defend and indemnify UISD for any and all claims, costs and expenses, including reasonable attorneys' fees, arising from the use of UISD's athletic facilities by LISD's students pursuant to this Agreement. This provision shall survive termination or expiration of this Agreement.

### VI. SEVERABILITY

- 6.1 If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or

provision of this agreement that is illegal, invalid or unenforceable, there be added as 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.

#### **VII. ENTIRE AGREEMENT**

- 7.1 This agreement contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon to date, and no other agreements of prior date, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto. It is the intent of the parties that neither party shall be bound by any term, condition or representation not herein written.

#### **VIII. AMENDMENT**

- 8.1 No amendment, modification or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto and approved by the governing parties.

#### **IX. NON-DISCRIMINATION**

- 9.1 Any discrimination by LISD or UISD or their agents or employees on account of race, color, sex, age, religion, handicap, or national origin in employment practices or in the use of or admission to the indoor neighborhood recreation center facilities is prohibited and not approved by the governing bodies.

#### **X. NOTICES**

- 10.1 Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

**To the Laredo ISD**

Al Marcus Nelson, Ed.D., Superintendent of Schools  
Laredo Independent School District  
1702 Houston Street  
Laredo, Texas 78041

**To the United ISD**

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

#### **XI. TEXAS LAW TO APPLY**

- 11.1 This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas.

#### **XII. FORCE MAJEURE**

- 12.1 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. GENDER**

- 13.1 Words of any gender used in this agreement shall 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 otherwise requires.

**XIV. CAPTIONS**

- 14.1 The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

**XV. AUTHORITY**

- 15.1 The signers of this agreement hereby represent and warrant that they have been authorized by their respective governing bodies to execute this agreement.

**WITNESS, the signatures of the parties hereto in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

Laredo Independent School District

\_\_\_\_\_  
Al Marcus Nelson, Ed.D.  
Superintendent

United Independent School District

\_\_\_\_\_  
Roberto J. Santos  
Superintendent