

**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 ACCEPT FUNDS FROM THE OFFICE OF BORDER HEALTH (OBH) AS START-UP FUNDS FOR WALKING TRAILS AT RAY DARR ELEMENTARY, SECO MINES ELEMENTARY, GLASS ELEMENTARY, SAN LUIS ELEMENTARY AND ARMANDO CERNA ELEMENTARY.

(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.**



EAGLE PASS INDEPENDENT SCHOOL DISTRICT

GILBERTO GONZALEZ, SUPERINTENDENT OF SCHOOLS

MEMORANDUM

To: Mr. Ignacio Saucedo, Board President and
Board of Trustees

From: Gilberto Gonzalez
Superintendent of Schools

Subject: Walking Trails

Date: June 3, 2014

The Office of Border Health (OBH), a department of the Texas Department of State Health Services, awarded the Eagle Pass Independent School District \$20,000.00 in start-up funds to help building walking trails. The four elementary schools that will receive these funds are: Ray Darr Elementary, Seco Mines Elementary, Glass Elementary, San Luis Elementary, and Armando Cerna Elementary. Each school will be awarded \$4,000.00 to help build a walking trail/track.

The building of school walking trails is to promote physical activity among children and adults living in close proximity to elementary schools in Maverick County.

GG/hm



May 14, 2014

Ms. Gilbert Gonzalez
Eagle Pass Independent School District
1420 Eidson Rd.
Eagle Pass, Texas 78852

Dear Mr. Gonzalez,

In our commitment to prevent and reduce diabetes and obesity in Eagle Pass, the Texas Department of State Health Services (DSHS) Health Service Region (HSR) 8-Office of Border Health (OBH), plans to award the Eagle Pass Independent School District with \$20,000 for the building of a walking trail/track at five elementary schools in the district. The schools that have been selected to receive this grant for their outstanding participation in activities sponsored by the DSHS-OBH are Armando Cerna Elementary, Glass Elementary, Ray H Darr Elementary, San Luis Elementary and Seco Mines Elementary. Each School will be awarded 4,000 dollars in start-up funds to help build the walking trail/track.

In turn, we are asking that the EPISD allow the general public access to the walking trail/track outside of school hours as a means to promote physical activity. We are requesting that the EPISD School Board Members, Superintendent, and principals at each school sign a shared use agreement with the City of Eagle Pass outlining the use of the track to the general public.

Furthermore, we are also proposing the following timeline for the development and building of the walking trails/tracks:

1. By August 2014 the district superintendent and elementary school principals will sign a shared use agreement allowing for the newly created walking trails/tracks be used by the general public to promote physical activity.
2. By August 2015 the EPISD will build walking trails/tracks at five elementary schools in Maverick County (Armando Cerna Elementary, Glass Elementary, Ray H Darr Elementary, San Luis Elementary and Seco Mines Elementary). Each school will send notices home to parents informing them of the availability of the school walking/trail.
3. By December 2015, each school will organize a "walk with the principal" recreational event to increase awareness on the benefits of physical activity and promote use of the walking trail with participation of at least 25% from students and teachers.
4. Submit reports and surveys requested by the DSHS-OBH as outlined in the attached work plan by the specified deadlines.

Please inform us of your decision regarding these requests so we may move forward with the planning of this project. Feel free to contact Rosy De Los Santos at 830-758-4241 or at rosy.delossantos@dshs.state.tx.us or Elvia Ledezma at 210-949-2177 or at elvia.ledezma@dshs.state.tx.us.

Sincerely,

Elvia Ledezma, MPH
Department of State Health Services
Office of Border Health Coordinator

Rosy De Los Santos
Department of State Health Services
Public Health and Prevention Specialist

Shared Use Agreement
Opening Outdoor School Walking Track For Use During Non-School Hours

AGREEMENT BETWEEN THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT (“DISTRICT”) AND THE CITY OF EAGLE PASS (“CITY”) FOR USE OF SCHOOL WALKING FACILITIES AT 5 LOCAL ELEMENTARY SCHOOLS.

WHEREAS, the State encourages school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

NOW, THEREFORE, the District and the City agree to cooperate with each other as follows:

1. Term

This Agreement will be signed by August 1, 2014 and will continue for a period of seven years, unless sooner terminated as provided for hereinafter in Section 14.

2. Effective Date

This Agreement shall be effective upon completion of school walking tracks but no later than August 1, 2015 and upon inspection of affected property as described hereinafter in Section 3 by District and City officials.

3. Facilities Covered

The term “Active Use Areas” will be used for purposes of this Agreement to mean the walking tracks and parking lots.

Terms of this Agreement will apply to all Active Use Areas owned by the District as identified by this Agreement. The District and the City shall have the right to add or exclude Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both the District and the City.

4. Permitted Uses of Active Use Areas

The District shall be entitled to the exclusive use of Active Use Areas for public school and school-related educational and recreational activities, including summer school, and, at such other times as Active Use Areas are being used by the District or its agents.

The City shall be entitled to access Active Use Areas to open them for use by the community during daylight hours on weekends and school holidays when the District or its agents are not using the Active Use Areas. Such use shall be referred to as “Public Access Hours.”

Compliance with Law

All use of District property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

5. Obligations of the City

a. Designation of Employee

The City shall designate an employee with whom the District, or any authorized agent of the District, may confer regarding the terms of this Agreement.

b. Access and Security

The City shall provide the staff necessary to open and close the Active Use Areas during Public Access Hours.

c. Inspection and Notification

The City staff shall inspect the Active Use Areas to ensure these sites are returned in the condition they were received. The City staff shall ensure the District is notified within 24 hours in the event that an Active Use Area suffers damage during Public Access Hours.

d. Supervision

The City shall provide personnel necessary for the direction or supervision of activities sponsored by the City at Active Use Areas. The City shall enforce all District rules, regulations, and policies provided by the District while directing community recreational activities at Active Use Areas.

e. Equipment and Storage

The City shall furnish all expendable materials necessary for carrying out its programs.

f. Custodial

The District shall make its trash receptacles available during Public Access Hours. The City shall encourage community users to dispose of trash in the trash receptacles. If there is a significant increase in trash volume, the City shall provide custodial services necessary to keep the Active Use Areas in a neat, orderly, and sanitary condition at all times during the Public Access Hours.

g. Toilet Facilities

The City shall place temporary, portable, restroom facilities at Active Use Areas at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

6. Obligations of District

a. Designation of Employee

The District shall designate an employee with whom the City, or any authorized agent of the City, may confer regarding the terms of this Agreement.

b. Access and Security

The District will provide access to the Active Use Areas. The District will provide keys, security cards, and training as needed to the City employee(s) responsible for opening and locking the Active Use Areas for Public Access Hours.

c. Inspection and Notification

Should the District discover any damages to the Active Use Area caused during or as a result of public use pursuant to this agreement, the District shall notify the City and the City shall be responsible to make required repairs to return the area to the condition it was in as of the date of this agreement.

d. Equipment and Storage

The District shall provide a locked equipment storage facility at a location specified by the District.

e. Custodial

The District shall make its trash receptacles available during Public Access Hours. The City shall encourage community users to dispose of trash in the trash receptacles. If there is a significant increase in trash volume, the District shall notify the City's designated employee so the City may provide custodial services necessary to keep the Active Use Areas in a neat, orderly, and sanitary condition at all times during the Public Access Hours.

f. Toilet Facilities

The District will not make restroom facilities available during Public Access Hours, but will permit the City to place temporary, portable, restroom facilities at Active Use Areas at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

7. Maintenance

The District shall continue to maintain the Active Use Area in accordance with its normal maintenance procedures. Maintenance required in excess of the District's normal maintenance procedures shall be the responsibility of the City.

8. Restitution and Repair

The City shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Active Use Areas that occurs during

Public Access Hours.

9. Operational Costs

a. Documentation of Costs

The City and the District shall maintain records of costs associated with the Agreement.

b. Payment of Overtime

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement.

10. Liability and Indemnification

No Party to this agreement waives or in any way relinquishes any immunity or defense conferred on that Party by the Laws of the State of Texas or United States. The District and the City shall be responsible for any claims, including but not limited to all costs of defense thereof, that arise as a result of or relating to the use of the Active Use Areas during Public Access Hours or as a result of District property being opened to public use pursuant to this agreement.

11. Insurance

The City and the District shall maintain insurance or shall be self-insured as may be required to comply with the laws of the State of Texas on the same basis as insurance is currently maintained by the respective party. The District is immune from claims based on negligence.

12. Evaluation/Conflict Resolution

- a.** The City and the District shall establish a Joint Use Interagency Team, composed of staff representatives of the City and the District, to monitor the joint use project and Agreement for its duration. The Interagency Team shall hold conference calls or meetings _____ *[add frequency of meetings here]* to review the performance of the project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to _____ *[City official]* and _____ *[District official]*, or their designees, for resolution. In the event that the parties do not reach a resolution of any issue, either Party may initiate legal action. Venue of any legal action shall be exclusive in the State District Courts of Maverick County, Texas.
- b.** The Joint Use Interagency Team shall review the Agreement by _____ each year to evaluate the Project and to propose amendments to this Agreement.

13. Termination

The District and City may terminate this Agreement at any time with or without cause upon 30 days written notice to the other with copies to the State Health Department. If Agreement is terminated due to negligence on behalf of the City, the District will continue to uphold this agreement for a minimum of two years.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

15. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

16. Any Additional Provisions Required by State or Local Law

Signatures