

**JOINT USE AGREEMENT FOR OUTDOOR RECREATIONAL FACILITIES
BETWEEN THE
CITY OF LAREDO
AND
LAREDO INDEPENDENT SCHOOL DISTRICT**

AGREEMENT BETWEEN THE CITY OF LAREDO ("CITY") AND LAREDO INDEPENDENT SCHOOL DISTRICT ("DISTRICT") FOR JOINT USE OF OUTDOOR RECREATIONAL FACILITIES

I. RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, City of Laredo and Laredo Independent School District desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the City of Laredo is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement;

WHEREAS, the City and the District are owners of real properties in the City, including outdoor recreational facilities and active use areas that are capable of being used by the District and the City for recreational purposes; and

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services for the joint use and maintenance of outdoor recreational facilities;

WHEREAS, City and District agree that joint utilization and maintenance of outdoor recreational facilities would have the effect of (1) enhancing the recreational assets of both the City and the District; (2) reducing the operating costs of each entity, (3) offering more recreational opportunities to area residents, and (4) presenting a unique opportunity for partnership in providing community recreation needs; and

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

II. DEFINITIONS

2.1 The following definitions apply to this agreement:

- (a) "City means the City of Laredo, a Texas municipal corporation and a home rule city of the State of Texas.
- (b) "City Funds" means those funds designated and authorized by the City of Laredo for purposes of repair, maintenance, operations and capital improvement of one or more of the outdoor recreational facilities listed in (j), infra.
- (c) "City Use" means just use of the outdoor recreational facilities listed in (j), infra, by City or its licensees.
- (d) "District" means the Laredo Independent School District, a political subdivision of the State of Texas.
- (e) "District Fiscal Year" means the year beginning in September and ending in August of the following year.
- (f) "District Funds" means those funds designated and authorized by Laredo Independent School District for purposes of repair, maintenance, operations and capital improvement of one or more of the outdoor recreational facilities listed in (j), infra.
- (g) "District School Year" means the year beginning in August and ending in May of the following year, or as otherwise-subsequently specified by the district.
- (h) "Summer Months for the District" means the months of June, July and August, and these may vary subsequently as may be specified by the District.
- (i) "District Use" means such use of the outdoor recreational facilities listed in (j), infra, by District as provided for in this agreement.
- (j) "Outdoor Recreational Facilities" and "facilities" means the following six recreational and park facilities.

- 1. ALBERT OCHOA BASEBALL PARK**
- 2. FREDDIE BENAVIDES BASEBALL FIELD**
- 3. CIGARROA RECREATIONAL SPORTS COMPLEX
TENNIS COURTS AND MULTI-PURPOSE FIELD**
- 4. GEORGE PAPPAS TENNIS COURTS COMPLEX**
- 5. INNER CITY SWIMMING POOL**
- 6. KAWAS ELEMENTARY PARKING LOT (for city use as required)**

- (k) "Operation and Maintenance" means the operation and maintenance of the outdoor recreational facilities including, but not limited to, City's and District's shares of operation and maintenance costs directly attributable to the normal operation and maintenance of the outdoor recreational facilities including but not

limited to: janitorial services, custodial supplies, equipment and building repairs, replacement parts, maintenance repairs, irrigation systems, irrigation meters, utilities (electricity and water), landscape, maintenance, concession stands, restrooms, dugouts, maintenance and repairs of sports lights, tools, security and other operational cost as may be required for the daily operation of each party's area of designated use of the Outdoor Recreational Facilities.

- (l) "Capital Improvements" means such things as bleacher and fencing upgrades, repairs to irrigation systems, bathroom upgrades, scoreboard upgrades, and such other improvements as may be required for the operation of the facilities.
- (m) "Operation and Maintenance Expenses" means those expenses outlined in this agreement.
- (n) "Third Party Use" means use of the outdoor recreational facilities by persons or entities other than the parties to this agreement, which may contract with, or be licensed by, the City.

III. STATEMENT OF GENERAL PURPOSE AND INTENT

As provided herein, the City and the District hereby agree to cooperate in the operation, management, and maintenance of the facilities incorporated herein by this reference, which are suitable for use in programs of both agencies, subject to the conditions and regulations of the local budget laws and subject to certain limitations as outlined in this Agreement.

IV. TERM

4.1 This agreement shall be effective for a term of **five (5) years** commencing on the **effective date**, provided. This agreement will be subject to appropriation prior to the commencement of each fiscal year of District, during the term of this contract.

4.2 The agreement may be renewed for a further term with consent of the governing bodies. If there is a joint desire to renew, the renewal must be done not later than 30 days prior to the end of the present term, and the renewal shall be for such periods as the Parties agree.

V. ESTABLISHMENT OF A JOINT USE COMMITTEE

5.1 The City and the District shall establish a Joint Use Committee ("Committee"), composed of staff representatives of the City and the District, to develop the schedule for use of outdoor recreational facilities, to recommend rules and regulations for the City and District to adopt to implement this Agreement, to monitor and evaluate the joint use Agreement, and to confer to discuss interim problems during the term of this agreement.

5.2 The Committee shall consist of seven (7) members: (1) City of Laredo's Park & Recreations Director or designee; (2) City Parks & Recreation Assistant Director or designee; (3) City Parks & Recreation Athletic Superintendent or designee; (4) a City Representative (assigned by the City Manager), (5) District's Athletic Director or designee; (6) District's Division of Operations Director or designee; and (7) a District Representative (assigned by the Superintendent).

5.3 The Committee shall hold meetings no less than three (3) times a year to create a master schedule for the upcoming year, to review performance of the joint use agreement, and to confer to discuss interim problems during the term of the Agreement.

5.4 Prior to incurring any cost sharing for maintenance and capital improvements between the City and the District, the Committee shall first review and recommend approval of the improvements.

5.5 The City and/or the District will provide a summary of the minutes of these meetings.

VI. GENERAL PRIORITY SCHEDULING TERMS

6.1 The City and the District shall develop a master schedule through a priority system.

6.2 The District shall have priority use of Albert Ochoa Baseball Park and Freddie Benavides Baseball Field during the following:

- a. High School baseball season for practice;
- b. Nixon and Cigarroa baseball games, respectively; and
- c. District Playoff games.

6.3 City-sponsored youth programs or activities shall be given priority for use during any period in which District activities are not scheduled.

6.4 The City shall have priority use of Market Tennis Courts and Inner- City Swimming Pool for City-sponsored programs or activities.

6.5 City or District sponsored programs or activities at outdoor recreational facilities listed in (j), infra. but not mentioned in 6.2 or 6.4 above shall be given priority use and determined at the Joint Use Committee meetings or through scheduled requests.

6.6 The City and District shall submit scheduling requests via e-mail to the entire committee a minimum of fifteen (15) calendar days before cancelling or additional use requests.

6.7 Unless otherwise provided, each party agrees to exercise due care in the use of the facilities.

6.8 Each party shall be responsible for the regular maintenance, repair, and upkeep of their respective priority use facilities. This includes: janitorial services including clean and stocked restrooms throughout the day, and replacement or repair of any major equipment including scoreboards.

6.9 The City shall have the responsibility for scheduling the use of the facilities with Third Parties, taking into account the scheduling does not conflict with the priority rights of the District. The City may charge rental fees to third-party users of the facilities to cover any administrative and maintenance costs which the City may incur.

6.10 The District shall not contract with, or allow for, whether for a fee or not, any group, public or private, to any of the facilities which are the subject of this agreement.

VII. SPECIFIC FACILITY OBLIGATIONS

7.1 Joint Use of Albert Ochoa Baseball Park (Nixon High Practice Field); Freddie Benavides Baseball Field (part of Cigarroa Recreational Sports Complex); Cigarroa Recreational Sports Complex Multi-Purpose Field and Tennis Courts (Cigarroa High Soccer Practice Facilities),

7.2 The District shall be responsible for the regular maintenance, repair, and upkeep of the facilities in 7.1 for the term of the agreement.

7.3 The District and the City will each be responsible for the “dressing up” and “make ready” maintenance of the facilities for their respective scheduled events.

7.4 For the term of the agreement, the District shall assume full responsibility for the following expenses regarding facilities mentioned in 7.1 and shall arrange to be billed directly for all charges and costs:

2. All water costs;
3. All electricity costs;
4. Any and all necessary repair costs or improvements to the facility, including vandalism repair.

7.5 Joint Use of George Pappas Tennis Courts Complex and Inner City Pool.

7.6 The City shall be responsible for the regular maintenance, repair, and upkeep of the facilities in 7.5, specifically; the tennis Courts located at Market and Inner City pool, for the term of the agreement.

7.7 For the term of the agreement, the City shall assume full responsibility for the following expenses regarding facilities mentioned in 7.5 and shall arrange to be billed directly for all charges and costs:

1. All water costs;
2. All electricity costs;
3. Any and all necessary repair costs or improvements to the facility, including vandalism repair.

VIII. PARKING

During the City's use of facilities, the District shall make available for public parking, the parking facilities available.

IX. USE OF OTHER CITY RECREATIONAL FACILITIES BY DISTRICT

This agreement does not extend to any other recreational facility owned by the City.

X. OPTION TO WITHDRAW

This Agreement may be terminated at any time prior to its expiration if termination is made by the governing body upon thirty (30) days advanced written notice.

XI. NON-APPROPRIATION CLAUSE

To the extent that this agreement requires or obligates either party to provide funding for any aspect of this contract, in a period other than the current fiscal year, such fiscal obligation on the part of either party is subject to appropriation by the governing body of the respective facility, and not otherwise.

XII. SAFETY STANDARDS

- 121 The District and the City agree that each shall fully comply with all established safety standards applicable to the operation and use of the outdoor recreational facilities.
- 122 The City shall post such signs as necessary to inform users of rules, regulations, governmental codes, and ordinances, and during the term of this agreement, including any extension thereof. The City and District agree to enforce such rules and regulations.
- 123 It is understood and agreed that the parties presently employ both commissioned peace officers and security personnel sufficient for the security needs of the facilities during special events. District and the City agree that any additional security need for special events shall be at the cost and expense of the party using or leasing the facility.

XIII. IDEMNIFICATION

- 13.1 The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liabilities, loss, expense, or claims for injury or damages, arising of the performance of this Agreement, but

only in proportion to and to the extent such liability, loss, expense, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees.

- 132 To the extent permitted by Article XI, Section 7 of the Texas Constitution and with the mutual understanding that District is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding District liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving District's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, District shall indemnify and hold harmless City, its officers, employees and agents, harmless from and against any and all liabilities, loss expense, or claims for injury or damages, arising of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.
- 133 The City and the District shall each be liable for its own acts of negligence, to the extent provided in law.

XIV. INSURANCE

The District and the City agree to provide the following insurance in connection with this agreement:

- a. Commercial Comprehensive General Liability or shall maintain self-insurance liability coverage;
- b. Documentation of Insurance: The City and the District shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. Further, Commercial policies shall contain a provision requiring the carrier to provide at least thirty (30) days notice prior to cancellation or amendment of the policy. In the event the City or the District is self-insured for the above coverage, such agency shall provide a letter clarifying applicable coverage which be generally comparable to current commercial forms of such insurance provided by law to Texas municipalities, which shall cover liability for property damage and personal injury pursuant to City's use and ownership of the facilities.

XV. ASSIGNMENTS

This agreement is not assignable.

XVI. TAXES

- 17.1 The District shall pay all taxes on real or personal property and all license fees on other licensed equipment from which it is not otherwise exempt.

172 The City shall not in any case be held liable for any taxes or fees normally the responsibility of the land and building owner.

XVII. 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.

XVIII. AMENDMENT

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.

XIX. NOTICES

Any notice required by this agreement to be given to the other party, shall be sent via U.S. Certified Mail as follows:

To the District:

Guillermo Pro
Interim Superintendent

2400 San Bernardo Ave.
Laredo, Texas 78040
(956) 273-1000

To the City:

Joseph W. Neeb
City Manager
1110 Houston St.
PO Box 579
Laredo, TX 78042-0579
(956) 791-7302

XX. TEXAS LAW TO APPLY

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

XXI. EFFECTIVE DATE

This agreement shall be effective when signed by the last party whose signing makes the agreement fully executed. This Agreement will automatically renew for successive one-year terms unless sooner terminated in accordance with the terms of the contract.

XXII TERMINATION

This agreement may be terminated by either party upon forty-five (45) days written notice. Each party shall be responsible for the obligations under this agreement prior to the date of termination.

LAREDO INDEPENDENT SCHOOL DISTRICT

Guillermo Pro, Interim Superintendent

2400 San Bernardo Ave.
Laredo, Texas 78040
(956) 273-1000

CITY OF LAREDO:

Joseph W. Neeb, City Manager
1110 Houston St.
PO Box 579
Laredo, TX 78042-0579
(956) 791-7302

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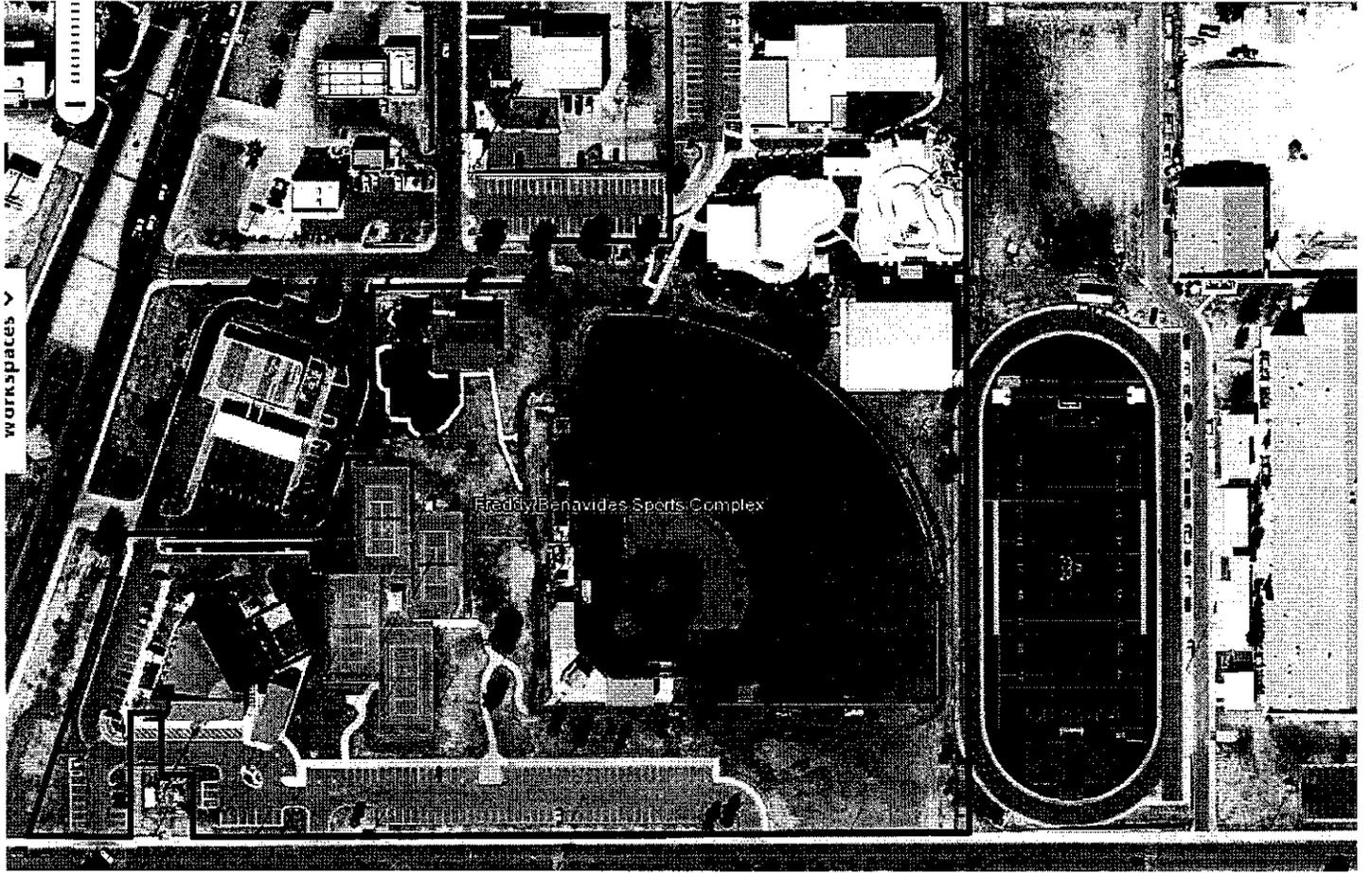
ATTEST:

APPROVED AS TO FORM:

Mario Maldonado, Jr.
City Secretary

Doanh "Zone" Nguyen
City Attorney

Sigifredo Pérez, III
Attorney for LISD

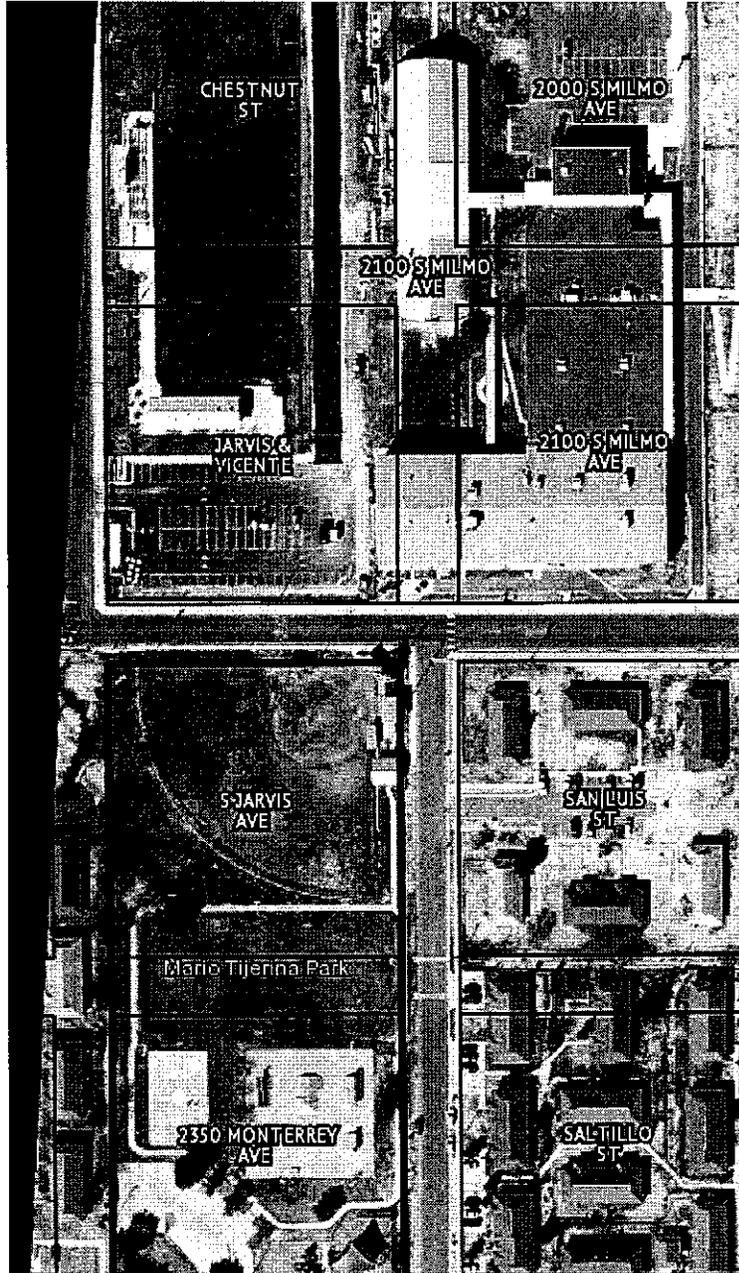


FREDDIE BENAVIDES BASEBALL FIELD

**CIGARROA RECREATIONAL SPORTS COMPLEX
TENNIS COURTS AND MULTI-PURPOSE FIELD**



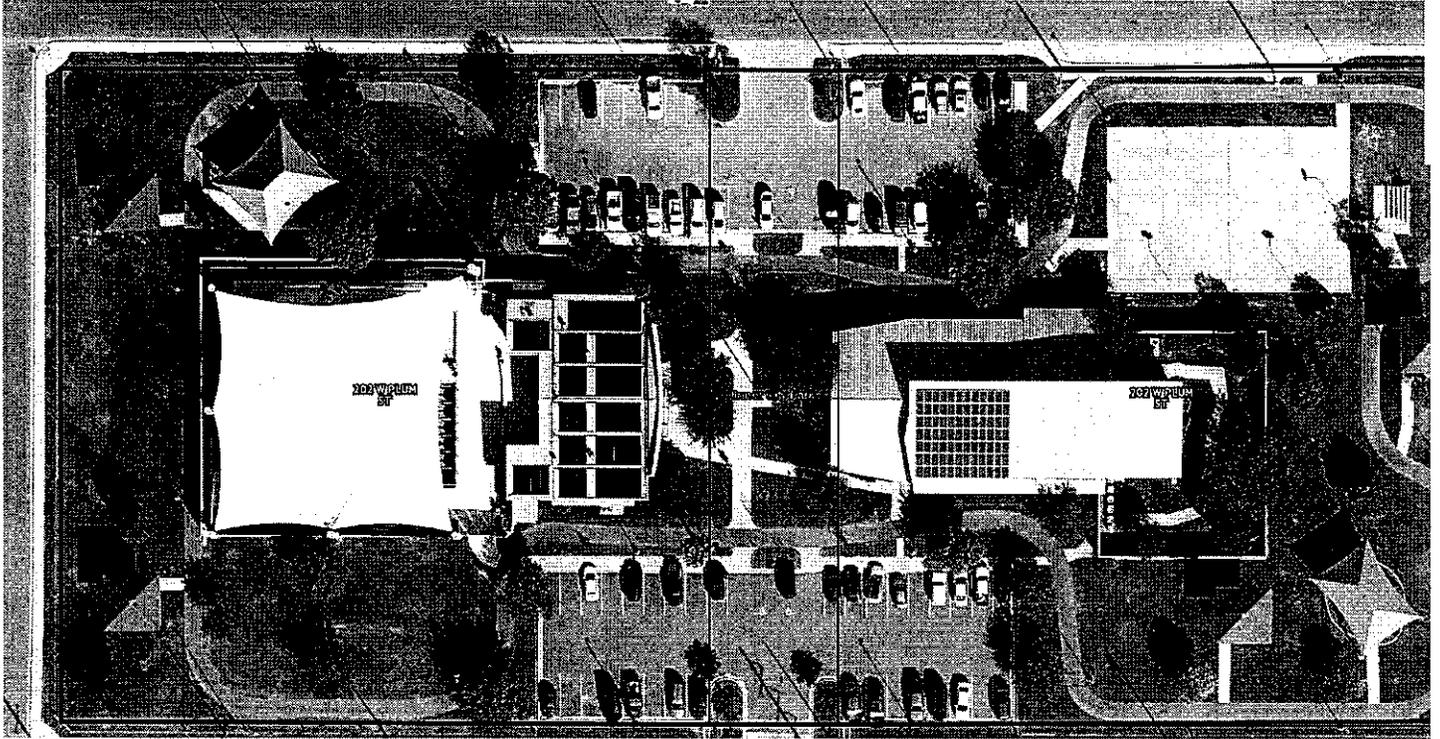
ALBERT OCHOA BASEBALL PARK



KAWAS ELEMENTARY PARKING LOT (for city use as required)



MARKET TENNIS COURTS COMPLEX



INNER CITY SWIMMING POOL