

## AMENDED AND CONSOLIDATED INTERLOCAL AGREEMENT

This Amended and Consolidated Interlocal Agreement was originally entered into by and between the **City of Laredo**, a home rule municipality and political subdivision of the State of Texas (“City”) and the **Laredo Independent School District** (“LISD”) pursuant to the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

### RECITALS

**WHEREAS**, the City of Laredo has chosen to promote physical fitness at Farias Elementary School (“Farias”), Ryan Elementary School (“Ryan”), C. L. Milton Elementary School (“Milton”), and Don Jose Gallego Elementary Schools (“Gallego”) by providing playground and/exercise equipment, at the City’s expense, for use and enjoyment by the students of Farias, Ryan, Milton, Gallego, and the general public; and,

**WHEREAS**, the City is of the opinion that the donation of playground and exercise equipment to Farias Elementary School located at 1510 Chicago, Ryan Elementary School located at 2401 Clark Blvd., C. L. Milton Elementary School located at 2500 E. Ash and Don Jose Gallego Elementary School located at 520 Clark Blvd., for use by the students of those schools and the general public, is still highly beneficial to the taxpayers and residents of Laredo and,

**WHEREAS**, the City and LISD agreed they would make the playground and exercise equipment available for use by its students and the general public in accordance with the terms and conditions contained in this Agreement and such additional policies and procedures as may be developed; and,

**WHEREAS**, LISD agreed that it has sole responsibility for the maintenance and upkeep of the playgrounds/exercise equipment that has been donated by the City; and

**WHEREAS**, the City and LISD further desire to extend the term of the consolidated Agreement to allow for continued use regarding the equipment;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the City and LISD hereby agree as follows:

**I. Merger Agreements.** The Agreements identified at the locations above are hereby consolidated and merged into this single Amendment, which shall serve as the governing interlocal agreement between the City of Laredo and LISD concerning the playground and exercise equipment.

**II. Ownership & Removal of Equipment.** The playground and outdoor exercise equipment and other improvements as more fully described and listed in Attachment “A” to this Agreement, shall remain the exclusive property of the City of Laredo. Upon expiration of the initial term, any subsequent renewal, or termination of this agreement, the City of Laredo shall be allowed to remove said equipment from the school campus locations listed above, and the non-moveable improvements shall remain on the Property with title then vesting to L.I.S.D. City shall repair any damage it causes to the school campus by removal of the equipment.

**III. Maintenance of the Playground/Exercise Equipment and Area.** LISD shall continue to maintain the playground/exercise equipment in reasonably good condition and maintain the playground/exercise area, to include regular mowing, edging, watering, and litter and trash removal. LISD shall not be responsible for the

cost to repair or to replace any of the playground/exercise equipment. All costs associated with the routine maintenance of the playground/exercise equipment and playground/exercise area continue to be the sole responsibility of LISD. LISD shall consult with the City regarding the need of any repairs of the playground/exercise equipment, or the need to replace such equipment.

**IV. Public Use of the Equipment.** As part of the consideration to the City for its installation of the subject playground/exercise equipment and improvements to the premises, LISD will continue to permit the general public to enter the playground/exercise areas identified in Attachment "A" for use of the playground/exercise equipment pursuant to the terms of the Agreements,

**IV. Extension of Term.** The term of this consolidated Amended Agreement shall be for five years, beginning on the date of execution indicated below. After the expiration of the initial term, either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

**V. Superseding Effect.** This Amendment supersedes and replaces the Agreements identified above. Except as expressly provided in this Amendment, all other terms, conditions, and provisions of the Agreements remain in full force and effect as consolidated herein.

**VI. Entire Agreement.** This Amendment, together with the terms of the Agreements as consolidated, constitutes the entire understanding between the Parties with respect to the subject matter herein.

SIGNED, in duplicate originals, on this the \_\_\_\_ day of \_\_\_\_\_ 2026.

City of Laredo

Laredo Independent School District

By: \_\_\_\_\_  
Joseph W. Neeb, City Manager

By: \_\_\_\_\_  
Guillermo Pro, Interim Superintendent

ATTEST:

By: \_\_\_\_\_  
Mario Maldonado, Jr.  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Doanh T. Nguyen  
City Attorney

\_\_\_\_\_  
Sigifredo Perez, III  
Attorney for LISD

**ATTACHMENT "A"**

**Farias Elementary School**

**1510 Chicago**

This project will consist of the creation of a recreational area to include:

- installation of a playscape
- installation of exercise equipment
- spring riders
- sidewalks
- shade covers
- seating
- landscaping
- irrigation
- fencing
- other amenities as deemed necessary.

**Ryan Elementary School**

**2401 Clark Blvd**

This project will consist of the creation of a recreational area to include:

- Installation of exercise equipment
- additional lighting
- Canopy Roof
- Seating
- Water fountain

**C. L. Milton Elementary School**

**2500 E. Ash**

This project will consist of the creation of a recreational area to include:

- installation of exercise equipment
- installation of fencing
- adequate lighting
- other amenities as deemed necessary.

**Don Jose Gallego Elementary School**

**520 Clark Blvd.**

This project will consist of the creation of a recreational area to include:

- installation of playground
- installation of fencing
- adequate lighting
- other amenities as deemed necessary.