

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Parks & Recreation

AGENDA DATE: 08-02-05

CONTACT PERSON/PHONE: Dr. Norman C. Merrifield (915-541-4331)

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Authorize the Mayor to sign:

(a) An inter-governmental agreement between the City of El Paso and Ysleta Independent School District establishing a reciprocal facility use between the two entities that will enhance the quality of recreational programs and services available to the citizens of El Paso.

(b) The Mayor is required to sign this agreement because it involves another governmental entity and the Mayor is the preferred official to sign such.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This agreement will be for an initial 5-year term, with renewal options, for reciprocal use of facilities owned by the City of El Paso and Ysleta Independent School District that fall within said school district. The City of El Paso and Ysleta Independent School District recognize that this agreement to share facilities for the enhancement of recreational and educational services available to the citizens of El Paso would improve the efficiency and effectiveness of their respective local governments.

The school board of Ysleta Independent School District has approved the Agreement.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

NO

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

None

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

None

*******REQUIRED AUTHORIZATION*******

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

WHEREAS, the City of El Paso, through the Department of Parks and Recreation, provides recreational services, including educational opportunities and other services, to the citizens of El Paso through the Department of Parks and Recreation; and

WHEREAS, Ysleta Independent School District provides educational and recreational services to the students and citizens within the school district; and

WHEREAS, the City of El Paso recognizes the benefit the parks and recreational facilities adjacent to school facilities would bring to citizens of El Paso; and

WHEREAS, Ysleta Independent School District desires to join the City of El Paso for the purpose of enhancing the quality of recreational facilities incident to its school purposes; and

WHEREAS, the City of El Paso and Ysleta Independent School District desire to enhance the quality of recreational programs and services by entering into this Agreement to share facilities within both organizations; and

WHEREAS, the City of El Paso and Ysleta Independent School District are authorized to enter into this Agreement under the provisions of Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso and Ysleta Independent School District recognize that this Agreement to share facilities for the enhancement of recreational and educational services available to the citizens of El Paso would improve the efficiency and effectiveness of their respective local governments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute an Inter-Governmental Agreement between the City of El Paso and the Ysleta Independent School District establishing a reciprocal facility use between the two entities that will enhance the quality of recreational programs and services available to the citizens of El Paso. Said Agreement is for an initial five-year term with renewal options.

(Signatures Follow on Next Page)

ADOPTED this the ____ day of _____, 2005.

CITY OF EL PASO

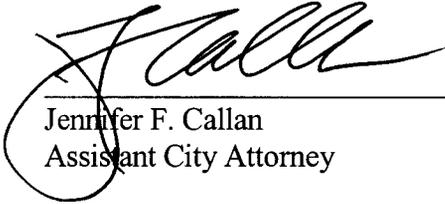
ATTEST:

John Cook, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Jennifer F. Callan
Assistant City Attorney

Norman C. Merrifield, Ed.D.
Director, Parks and Recreation

RESOLUTION

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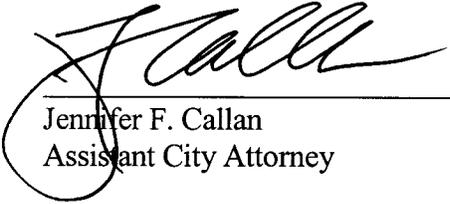
CITY OF EL PASO

ATTEST:

John Cook, Mayor

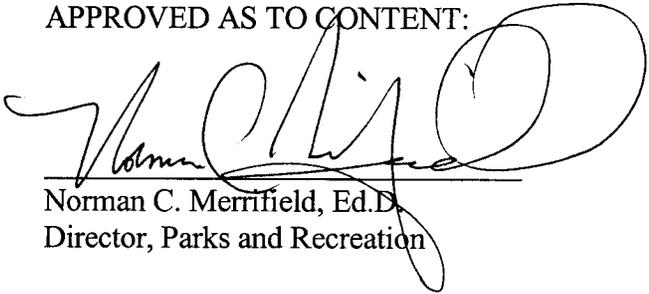
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Jennifer F. Callan
Assistant City Attorney

APPROVED AS TO CONTENT:



Norman C. Merrifield, Ed.D.
Director, Parks and Recreation

STATE OF TEXAS
COUNTY OF EL PASO

§
§
§

INTER-GOVERNMENTAL AGREEMENT

This Inter-Governmental Agreement (hereinafter "Agreement") is made this the _____ day of _____, 2005, by and between the City of El Paso, a home rule municipal corporation (hereinafter "CITY") and Ysleta Independent School District (hereinafter "YISD").

WHEREAS, the CITY provides recreational services, including educational opportunities and other services, to the citizens of El Paso through the Department of Parks and Recreation; and

WHEREAS, YISD provides educational and recreational services to the students and citizens within the school district; and

WHEREAS, the CITY recognizes the benefit the parks and recreational facilities adjacent to school facilities would bring to citizens of El Paso; and

WHEREAS, YISD desires to join the CITY for the purpose of enhancing the quality of recreational facilities incident to its school purposes; and

WHEREAS, the CITY and YISD desire to enhance the quality of recreational programs and services by entering into this Agreement to share facilities within both organizations; and

WHEREAS, the CITY and YISD are authorized to enter into this Agreement under the provisions of Chapter 791, Texas Government Code; and

WHEREAS, the CITY and YISD recognize that this Agreement to share facilities for the enhancement of recreational and educational services available to the citizens of El Paso would improve the efficiency and effectiveness of their respective local governments; and

NOW, THEREFORE, THE CITY AND YISD HEREBY ENTER INTO THIS INTERLOCAL GOVERNMENTAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1.0 ATTACHMENTS

1.1 The attachment(s) listed herein and attached to this Agreement are incorporated herein by reference for all purposes as if set forth verbatim:

Attachment "A" Facilities owned by the City of El Paso and covered by this Agreement

Attachment "B" Facilities owned by YISD and covered by this Agreement

2.0 CONTRACTUAL RELATIONSHIP

2.1 The parties to this Agreement are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is

access to the CITY, if necessary, on the last business day before the intended use. The CITY shall return such keys to the Administrator of the facility the next business day after the completion of use of the facility.

4.2 YISD shall have the right of first use of all CITY facilities, as further described in **Attachment “A,”** for activities officially sponsored by YISD when such use does not conflict with CITY scheduled activities or events, or with other non-CITY use activities that have been previously approved by City Council or the Director of the Parks & Recreation Department.

4.2-1 YISD shall provide its written intent to use a CITY facility, as further described in **Attachment “A,”** at least fifteen (15) calendar days before the intended use on the prescribed form to the Director of Parks & Recreation Department or his designee.

4.2-2 For indoor facilities, as further described in **Attachment “A,”** the CITY will provide keys for access to a given facility one (1) day prior to the use by YISD. If the use of the facility by YISD falls on a weekend or a holiday, the CITY will provide keys for access to YISD on the last business day before the intended use. YISD shall return such keys to the Director of Parks & Recreation Department or his designee the next business day after the completion of use of the facility.

4.3 The parties shall have non-exclusive use of the parking areas adjacent to the facilities that are described in **Attachments “A” and “B.”**

4.4 In consideration of the use of YISD facilities, as described in **Attachment “B,”** by the CITY, during the dates and hours that an YISD employee would otherwise be on duty at said facility (“normal hours”), YISD shall not assess facility fees and charges, with the exception of any CITY program that requires special services over and above normal facility operations to include security, staff, materials, and supplies.

4.4-1 The CITY shall charge a program fee to the participants, in accordance with the park user fee ordinance in the El Paso Municipal Code, for any program offered by the CITY under this Agreement.

4.5 In consideration of the use of CITY facilities, as described in **Attachment “A,”** by YISD, during the dates and hours that a CITY employee would otherwise be on duty at said facility (“normal hours”), the CITY shall not assess facility fees and charges, with the exception of any YISD program that requires special services over and above normal facility operations to include security, staff, materials, and supplies.

4.5-1 YISD reserves the right to charge a program fee to participants, consistent with the park user fee ordinance in the El Paso Municipal Code, for any program offered by YISD at CITY facilities, as further described in **Attachment “A,”** during the authorized use of such under this Agreement.

4.6 Swimming Pools. In the event that YISD uses a CITY owned swimming pool, as further described in **Attachment “B,”** outside normal hours, then the YISD shall have the appropriate number of certified lifeguards present during said use.

5.0 TERMINATION. This Agreement may be terminated as provided herein.

5.1 Termination by Mutual Consent. The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.

5.2 Termination by Either Party. It is further understood and agreed by the CITY and YISD that either party may terminate this Agreement in whole or in part.

5.2-1 Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of **thirty (30) consecutive calendar days** to cure such failures; and (c) an opportunity for consultation with the terminating party prior to such termination.

5.2-2 Either party may terminate this Agreement at the end of its fiscal year upon giving ten (10) days written notice to the other party.

5.3 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminating party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

5.3-1 Except as otherwise provided herein, all duties and obligations of the CITY and YISD shall cease upon termination or expiration of this Agreement.

6.0 GENERAL PROVISIONS

6.1 Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law. It is expressly understood and agreed that the CITY is not operating, maintaining or otherwise providing school facilities, nor is YISD operating, maintaining or otherwise providing park and recreational facilities and services to the general public.

6.1-1 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including mental anguish and emotional distress - as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided in Sections 6.1-2 and 6.2 below. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

6.1-2 Maximum Aggregate Liability. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, **IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE OTHER PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL**

TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID OR PAYABLE BY THE ONE PARTY TO THE OTHER UNDER THE TERMS OF THIS AGREEMENT, SUBJECT TO SECTION 6.2 BELOW.

6.1-3 Intentional Risk Allocation. The CITY and YISD each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

6.1-4 Sovereign Immunity. The CITY and YISD reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

6.2 Maintenance and Repairs. Each party agrees to be responsible for the maintenance of its own facilities, regardless of use, except in the case of repairs required to correct damage to facilities that has occurred as a result of the other party's use of the facilities. Such cost of repairs shall be borne by the responsible party using the facility.

6.3 Utilities. Each party agrees to pay for the utilities at its own facilities, regardless of use, during normal operating hours and dates for said facility. In the event that said facility is used outside the normal operating hours and dates, the party using said facility will be responsible for paying for the utilities consumed during such use.

6.4 Amendments and Waiver. The parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the CITY (by authority by the City Council) and YISD. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

6.5 Complete Agreement. This Agreement, together with the Attachment(s) attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. This Agreement supersedes all prior agreements, whether written or oral, regarding use of facilities between the parties. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

6.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City of El Paso and YISD Board Policies.

6.7 Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

6.8 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza, 10 th Floor El Paso, Texas 79901-1196
COPY TO:	Parks and Recreation Department Two Civic Center Plaza, 6 th Floor El Paso, Texas 79901-1196
YISD:	Ysleta Independent School District Attn: Superintendent 9600 Sims Drive El Paso, Texas 79925
COPY TO:	Ysleta Independent School District Attn: Associate Superintendent of Operations 9600 Sims Drive El Paso, Texas 79925

6.9 Warranty of Capacity to Execute Contract. The person signing this Agreement on behalf of YISD warrants that he/she has the authority to do so and to bind YISD to this Agreement and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Agreement in its entirety (including any and all Attachments); understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

(Signatures Follow on Next Page)

Executed this _____ day of _____, 2005.

CITY OF EL PASO

ATTESTED:

John Cook, Mayor

Richarda Duffy Momsen
City Clerk

Ysleta Independent School District

ATTESTED:

By: *Dr. Anna L. Perez* 7/28/05
Name Printed: Dr. Anna L. Perez
Title Associate Superintendent of Operations

Ann M. Miller 7/28/05
Name: Ann M. Miller
Title: Executive Assistant/Notary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer F. Callan 7-29-05
Jennifer F. Callan
Assistant City Attorney

Norman C. Merrifield
Norman C. Merrifield, Ed.D.
Director, Parks & Recreation Department

APPROVED AS TO FORM:

S. Anthony Safi 7-29-05
S. Anthony Safi
Attorney for Ysleta Independent School District

ATTACHMENT "A"

Parks and Recreation Sport Facilities Inventory Ysleta ISD

7/5/2005

RECREATION CENTERS

<u>Recreation Facility</u>	<u>address</u>	<u>Gym</u>	<u>other large areas</u>
Carolina Center	563 N. Carolina	1 gym	1 boxing gym
Eastwood Center	3110 Parkwood	2 gyms	tennis court skate park
Pavo Real center	9301 Alameda	1 gym	1 vb gym racquet ball courts

SWIMMING POOLS

INDOOR POOLS

Shawver	8100 Independence	25 yards
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OUTDOOR POOLS

Lionel Forti	1225 Giles		slide
Pavo Real	110 Presa	50mx25yards	slide

PARKS / FIELDS

		baseball	soccer	handball	tennis	basketball	football
Eastwood/Album	3110 Parkwood	3	8			2	2
Palm Grove	10001 Sumatra		1				
Pebble Hills	3200 Fierro						1
Pico Norte	10655 Pico Norte		2				1
Blackie Chesher	9144 Escobedo	5	2				
Capistrano	8700 Padilla	3				2	
Carolina	563 N. Carolina					1	
Hidden Valley	200 Coconut tree	1				1	

Lancaster		701 Brandwyne	1			2		
Leonel Forti		7735 Pheonix	1			1	2	
Lomaland		715 Lomita Dr.		1		2	1	
Marian Manor		8345 Clifford				2	1	2
Pavo Real		9301 Alameda	1	2				
Pueblo Viejo		Roseway dr.			2	2	4	
Shawver J. P.		8100 Independence	2	3		2		2
Stiles		7325 Stiles		1				
Thomas Manor		7901 Knights	1			1	1	
Yucca		7975 Williamette	1				1	2
Zaragoza		Ysleta Cut off	1	2			1	
Dolphin		5900 Marlin				1	1	
Franklin		6050 Quail	1	3		2	1	
		TOTAL:	21	25	2	12	20	12

ATTACHMENT "B"

YSLETA INDEPENDENT SCHOOL DISTRICT
9600 SIMS DRIVE - EL PASO, TEXAS 79925-7225
PHONE (915) 434-0000

HECTOR MONTENEGRO, SUPERINTENDENT

SECONDARY CAMPUSES

SCHOOL/ORG #	PHONE	FAX #	PRINCIPAL/ADMIN	ASSISTANT PRINCIPAL	SECRETARY	ADDRESS/ZIP	GRADE
BEL AIR HIGH 001	434-2000	593-6110	LIONEL NAVA (Interim) lnava@yisd.net	VELINDA ACOSTA AUSTIN BURTON CARMEN CRAWFORD MARILYN MONEY MANUEL REYES	ELSA CONTRERAS	731 YARBROUGH DR (15)	9-12
DEL VALLE HIGH 008	434-3000	858-1427	PAUL PEARSON ppearson@yisd.net	RUDY ALVAREZ RUBEN FLORES JOSIE KINARD CRAIG LAHRMAN	MARTHA LEVARIO	950 BORDEAUX DR (07)	9-12
EASTWOOD HIGH 002	434-4000	594-8014	FRANK BURTON fburton@yisd.net	MARIA ANAYA WESLEY MOTTINGER (VACANT)	HEIDI JUSZKIEWICZ	2430 MCRAE BLVD (25)	9-12
J.M. HANKS HIGH 007	434-5000	598-4621	DR. EILEEN WADE ewade@yisd.net	(VACANT) NINA PRICE CYNTHIA SEVERNS-PONCE JESUS SERNA BEATRICE ZAVALA	LANELLE MOORE	2001 LEE TREVINO DR (35)	9-12
PARKLAND HIGH 003	434-6000	434-6291	MILES HUME mhume@yisd.net	CINDY MADER LUIS CALLEROS	IRMA DAY	5932 QUAIL LANE (24)	9-12
RIVERSIDE HIGH 005	434-7000	779-6983	ISMAEL VILLAFANE	FERNANDO FLORES MARIA GREENUP RAMON S. LOZANO III SYLVIA RENDON	LUPE RODRIGUEZ	301 MIDWAY DR (15)	9-12
YSLETA HIGH 004	434-8000	858-3299	GERARD "JERRY" LEE glee@yisd.net	NAYELI CALAMIA RAY SAENZ ROSAURA SAENZ FEDERICO (JOSH) TOVAR	MINNIE ALVAREZ	8600 ALAMEDA AVE (07)	9-12
CAMINO REAL M.S. 051	434-8300	858-3743	DOLORES CHAPARRO dchaparro@yisd.net	OCTAVIO SANCHEZ	HILDA GUTIERREZ	9393 ALAMEDA AVE (07)	6-8
DESERT VIEW M.S. 048	434-5300	591-9327	RICARDO LOPEZ Rlopez1@yisd.net	MICHELLE KEHRWALD	KAREN LOBATO	1641 BILLIE MARIE DR (36)	7-8

ATTACHMENT 'B'

SCHOOL/ORG #	PHONE	FAX #	PRINCIPAL/ADMIN	ASSISTANT PRINCIPAL	SECRETARY	ADDRESS/ZIP	GRADE
EASTWOOD M.S. 043	434-4300	591-9426	BARBARA TROUSDALE (Interim) Btrousdale@yisd.net	DIEGO MORALES	JOSEPHINE MOLINA	2612 CHASWOOD ST (35)	7-8
HILLCREST M.S. 045	434-2200	591-9439	PAUL COVEY pcovey@yisd.net	SYLVIA ARRIAGA-GONZALEZ	TERI MARTINEZ	8040 YERMOLAND DR (07)	7-8
INDIAN RIDGE M.S. 050	434-5400	591-9447	GRACIELA MARTINEZ gmartinez7@yisd.net	RUBEN CALDERON	MELY CARREON	11201 PEBBLE HILLS BLVD (36)	7-8
PARKLAND M.S. 042	434-6300	757-6608	ROGER PARKS (Interim)	JAVIER SUFFLÉ	ROSEMARIE LABS	6045 NOVA WAY (24)	7-8
RANCHLAND HILLS M.S.049	434-2300	592-0036	FELIPE DE JESUS BARRAZA (Interim) fbarraza@yisd.net	HENRY RAMIREZ (Interim)	SYLVIA ESPINOZA	7615 YUMA DRIVE (15)	7-8
RIO BRAVO MIDDLE 052	434-8400	872-0269	MICHAEL MARTINEZ mmartinez11@yisd.net	JOSEPH DOMINGUEZ	JANET WHEELER	525 GREGGERSON DR (07)	6-8
RIVERSIDE MIDDLE 044	434-7300	772-7549	JIM MESTA jmesta@yisd.net	DIANE YELLOCK	GLADYS HOLGUIN	7615 MIMOSA AVE (15)	7-8
VALLEY VIEW MS 047	434-3300	858-3615	VICTOR MONTES vmontes@yisd.net	STACY SONNIER	FRANK GUERRERO	8660 NORTH LOOP DR (07)	7-8
YSLETA MIDDLE 046	434-8200	858-0261	IRENE MEDINA IMedina@yisd.net	SAL RIVAS	ANTONIETA PORRAS	8691 INDEPENDENCE DR (07)	6-8

ALTERNATIVE CAMPUSES

SCHOOL/ORG #	PHONE	FAX #	PRINCIPAL	ASSISTANT PRINCIPAL	SECRETARY	ADDRESS/ZIP	GRADE
PLATO ACADEMY 033	434-9000	859-4361	JUAN CONTRERAS jcontreras@yisd.net	JAMES ASTON	ROSA MEDINA	8441 ALAMEDA AVE. (07)	
CESAR CHAVEZ ACADEMY	434-9600 434-9800	779-2068	J.R. GUINN-LOA VICTOR VALDIVIA (Interim) vvaldivia@yisd.net	MAE QUON LESLIE VICARI-LOA	CATHY DE LA GARZA	7814 ALAMEDA AVE (15)	7-12
TEJAS SCHOOL OF CHOICE	434-9900	772-8366	DR. DORA DE LA ROSA ddelarosa@yisd.net	PAUL ALSUP	ALMA GALLEGOS	7500 ALPHA STREET (07)	9-12

ELEMENTARY/K-8 CAMPUSES

SCHOOL/ORG #	PHONE	FAX #	PRINCIPAL	ASSISTANT PRINCIPAL	SECRETARY	ADDRESS/ZIP	GRADE
ALICIA R. CHACON INTN'L LANGUAGE SCHOOL 138	434-9200	859-2131	GLORIA I. POLANCO-MCNEALY gpolanco@yisd.net	NANCY SUE JUDY	MICHELE DELGADO	221 PRADO RD (07)	K-8
EASTWOOD KNOLLS 106	434-4400	592-0339	LORENZO MATA Apache1104@yisd.net	LISA BOATRIGHT	MARIA VILLANUEVA	10000 BUCKWOOD ST (25)	K-8

PRE-K/ELEMENTARY/K-6 CAMPUSES

SCHOOL/ORG #	PHONE	FAX #	PRINCIPAL	ASSISTANT PRINCIPAL	SECRETARY	ADDRESS/ZIP	GRADE
ASCARATE 101	434-7400	772-8051	GRACE S. MARTINEZ Gmartinez5@yisd.net	WENDY BANEGAS	BERTHA MORALES	7090 ALAMEDA AVE (15)	K-6
CADWALLADER 102	434-7500	858-0873	MARTA PROVENGHI mprovenghi@yisd.net	DOLORES ACOSTA	ARLENE TENORIO	7988 ALAMEDA AVE (15)	EC, K-6
CAPISTRANO 127	434-8600	860-2750	ESPIE FLORES eflores@yisd.net	JULIO CASTILLO	DOLORES SANCHEZ	240 MECCA ST (07)	K-6
CEDAR GROVE 103	434-7600	772-8092	CYNTHIA ACOSTA cacosta@yisd.net	DORA MAGAÑA	ELIZABETH SOSA	218 BARKER RD (15)	Pre K-6
CONSTANCE HULBERT 139	434-6900	772-8166	NELLIE MORALES nmorales@yisd.net	IRENE CAROLINA CASILLAS	SINDY GARCIA	7755 FRANKLIN DR (15)	K-6
DEL NORTE HTS. 104	434-2400	591-8862	CYNTHIA MADRID cmadrid@yisd.net	SANDRA OXNER	MAGGIE GURROLA	1800 WINSLOW RD (15)	K-6
DESERTAIRE 136	434-6400	821-0634	DANA DE ROUEN dderouen@yisd.net	VICKY RAMIREZ	TERI BAILEY	6301 TIGER EYE DR (24)	Pre K-6
DOLPHIN TERRACE 105	434-6500	757-8073	DEBORAH VAZQUEZ dvasquez@yisd.net	MAURICIO CANO	ADRIANA AGOSTO	9790 PICKEREL DR (24)	K-6
EAST POINT 120	434-4500	591-8958	CATHERINE KENNEDY CKennedy@yisd.net	DAVID OLIVAS TRIANA OLIVAS (Interim)	CHRIS COOKE	2400 ZANZIBAR ST (25)	K-6
EASTWOOD HEIGHTS 124	434-4600	591-8960	LYNN MUSEL lmusel@yisd.net	MARIA AGUILAR	RHONDA HUDEK	10530 JANWAY DR (25)	EC, K-6
EDGEMERE 107	434-4700	590-8335	LILLIAN WERTHMANN lwerthmann@yisd.net	MARIA MALDONADO	MARIBETH KELLER	10300 EDGEMERE BLVD (25)	K-6

SCHOOL/ORG #	PHONE	FAX #	PRINCIPAL	ASSISTANT PRINCIPAL	SECRETARY	ADDRESS/ZIP	GRADE
GLEN COVE 129	434-5500	591-9024	GLORIA OLIVAS-LEVINS glevins@yisd.net	ROBERT BOWERMASTER GINA RODRIGUEZ-NUÑEZ	HELEN TORRES	10955 SAM SNEAD DR (36)	EC, K-6
HACIENDA HTS. 108	434-2500	591-9044	MARVYN LUCKETT mluckett@yisd.net	RAMON SANCHEZ, JR.	CORINA OLIVAS	7530 ACAPULCO AVE (15)	K-6
LANCASTER 133	434-3400	860-2315	VIRGINIA PADILLA vpadilla@yisd.net	VICTOR PEREZ	CHERYL PAZ	9230 ELGIN DRIVE (07)	K-6
LEBARRON PARK 130	434-3500	860-2817	MARIA ELENA RODRIGUEZ mrodriguez4@yisd.net	MARITZA BALDERRAMA MARTHA GARCIA	LETICIA MARTINEZ	920 BURGUNDY AVE (07)	K-6
LOMA TERRACE 109	434-2600	591-9111	SUSANA GONZALEZ sgonzalez@yisd.net	RAQUEL FRAGA ELIZABETH ORTIZ	LETICIA MANCHA	8200 RYLAND CT (07)	K-6
MARIAN MANOR 110	434-3600	591-9131	NANCY EVANS nevans@yisd.net	ROBERT FLORES	BEATRICE GUTIERREZ	8300 FORREST HAVEN CT (07)	K-6
MESA VISTA 121	434-2700	591-9171	CONNIE FATTORINI-VASQUEZ ConcepcionV@yisd.net	IRENE BRYANT	TERRY YAÑEZ	8032 ALAMO AVE (07)	EC, K-6
MISSION VALLEY 135	434-3700	860-0049	BECKY O'NEILL roneill@yisd.net	DIANE FLORES	BERTHA GONZALEZ	8674 NORTH LOOP DR (07)	EC, K-6
NORTH LOOP 112	434-2800	591-9202	ANTHONY FRAGA afraga@yisd.net	DENISE JONES	ROSA RAMIREZ	412 EMERSON ST (15)	K-6
NORTH STAR 142	434-6700	822-9386	TERRY LOPEZ tlopez@yisd.net	ANA MARIE BENITEZ	GLORIA GONZALEZ	5950 SEAN HAGGERTY (24)	K-6
PARKLAND 113	434-6600	757-9458	MARGARET BUSTAMANTE MargieB@yisd.net	ROBERT AGUILAR	BRENDA NABORS	5920 QUAIL AVE (24)	EC, PRK-6
PASODALE 122	434-8500	858-1269	CAROL MONTOYA Cmontoya@yisd.net	CONNIE LOYA	LETICIA MUÑOZ	8253 MCELROY AVE (07)	Pre-K-5
PEBBLE HILLS 131	434-5600	591-9222	ROBERT MARTINEZ rmartinez@yisd.net	IVETTE GONZALEZ	JOAN ENGELS	11145 EDGEMERE BLVD (36)	K-6
PRESA 123	434-8700	860-2810	FRANCES COX FCox@yisd.net	RUBEN CADENA	ADRIANA FIERRO	128 PRESA PLACE (07)	K-5
RAMONA 114	434-7700	772-8153	ANA SILVA ASilva@yisd.net	MAGGIE CHAVEZ	CLAUDIA RANGEL	351 NICHOLS RD (15)	EC, K-6

intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives.

2.1-1 As an independent contractor, YISD understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible as an employer to YISD's officers, employees, agents or representatives who perform any service in connection with this Agreement.

2.1-2 As an independent contractor, the CITY understands and agrees that it will be responsible for its respective acts or omissions, and YISD shall in no way be responsible as an employer to the CITY's officers, employees, agents or representatives who perform any service in connection with this Agreement.

2.2 YISD acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Agreement. The CITY also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the YISD to any obligation other than the obligations set forth in this Agreement.

2.3 The parties acknowledge and expressly agree that, in all things relating to this Agreement, the CITY and YISD are performing governmental functions, as defined by the Texas Tort Claims Act. The parties hereby agree that the CITY and YISD enter into this Agreement as governmental entities for the purpose of performing a governmental function.

3.0 SCOPE AND TERM OF AGREEMENT

3.1 Scope. The CITY and YISD agree, on the basis set out in this Agreement, to share use of all public indoor and outdoor physical athletic and recreational facilities, owned by each entity, as further described in **Attachments "A" and "B"** to this Agreement.

3.2 Term. This Agreement shall become effective on **August 2, 2005**, and shall be for a primary term of five (5) years from that date. Said Agreement shall automatically be extended for two additional one (1) year period under the same terms and conditions, unless terminated as hereinafter provided in Section 5.0 of this Agreement. In no event shall this Agreement extend beyond August 2, 2012.

4.0 JOINT USE AND FACILITY FEES

4.1 The CITY shall have the right of first use of all YISD facilities, as further described in **Attachment "B,"** for activities officially sponsored by the City Parks & Recreation Department when such use does not conflict with YISD scheduled school activities or events, or with other non-school use activities that have been previously approved by the school district in accordance with the school district's board policies governing non-school use of its facilities.

4.1-1 The CITY shall provide its written intent to use a YISD facility, as further described in **Attachment "B,"** at least fifteen (15) calendar days before the intended use to the Associate Superintendent of Operations or designee.

4.1-2 For indoor facilities, as further described in **Attachment "B,"** YISD will provide keys for access to a given facility, if necessary, one (1) day prior to the use by the CITY. If the use of the facility by the CITY falls on a weekend or a holiday, YISD will provide keys for

SCHOOL/ORG #	PHONE	FAX #	PRINCIPAL	ASSISTANT PRINCIPAL	SECRETARY	ADDRESS/ZIP	GRADE
ROBERT F. KENNEDY PRE-K CENTER 140	434-9100	860-7530	ANGEL NIETO ANieto@yisd.net	LETICIA GUEVARA	CHRISTINA GAMBOA	9009 ALAMEDA AVE (07)	PRE-K
ROBBIN E.L. WASHINGTON 141	434-5900	590-6535	EMILIO QUIROZ EQuiroz@yisd.net	PAULINE MUELA	SUSANA GONZALEZ	3505 LEE TREVINO DR (36)	K-6
SAGELAND 116	434-2900	591-9228	ELISA AGUILAR EAguilar@yisd.net	CYNTHIA RUEDA-THARP	ESTHER GARCIA	7901 SANTA MONICA CT(15)	K-6
SCOTSDALE 117	434-4800	591-9270	GLORIA OLIVAS golivas@yisd.net	ANGIE PEREZ	ALMA OROZCO	2901 MCRAE BLVD (25)	EC, K-6
SOUTH LOOP 118	434-8800	860-9075	KATHLEEN WARREN Kwarren@yisd.net	ANTONIO ACUNA	CAROLINA DOMINGUEZ	520 SOUTHSIDE RD (07)	K-5
THOMAS MANOR 111	434-7800	772-8301	MARCELINO FRANCO mfranco@yisd.net	ISABEL MISHAAN	TERRY NAJAR	7900 JERSEY ST (15)	K-6
TIERRA DEL SOL 132	434-5800	591-9271	STEVE SANCHEZ ssanchez@yisd.net	ROSA CHAVEZ-AVEDICIAN	MARGARITA PEREZ	1832 TOMMY AARON DR (36)	K-6
VISTA HILLS 128	434-5700	591-9305	MO BATRES MBatres@yisd.net	LUGARDA DOMINIC	NICOLE FRONTZ	10801 LA SUBIDA DR (35)	K-6
YSLETA 119	434-8900	859-9311	HOMERO SILVA HSilva@yisd.net	ROSA LUJAN	MARGARITA MUÑOZ	8624 DORBANDT CIR (07)	K-6
YSLETA PRE-KCTR 134	434-9500	591-9325	CELIA SALAZAR Csalazar@yisd.net	MARALEE GORTER-REU	MARIA TERESA ROSALES	7909 RANCHLAND DR (15)	PRE-K

ADULT LEARNING CENTER

SCHOOL/ORG #	PHONE	FAX #	PRINCIPAL	ASSISTANT PRINCIPAL	SECRETARY	ADDRESS/ZIP	GRADE
YSLETA COMMUNITY LEARNING CENTER 013	434-9400	858-6307	FRED ANAYA janaya@yisd.net	NO POSITION	NORMA SAENZ-CARPIO	121 PADRES DR (07)	

ADMINISTRATION & CULTURAL ARTS CENTER

SCHOOL/ORG #	PHONE	FAX #	PRINCIPAL	ASSISTANT PRINCIPAL	SECRETARY	ADDRESS/ZIP	GRADE
ASSOCIATE SUPERINTENDENT OF OPERATIONS	434-0160	435-9535	DR. ANNA L. PEREZ Aperez5@yisd.net	PATRICIA QUINONEZ Contact Person		9500 SIMS DRIVE (25)	