

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

DEPARTMENT: Parks and Recreation Department

AGENDA DATE: August 28, 2012

CONTACT PERSON/PHONE: Liza Ramirez-Tobias, Capital Assets Manager (541-4599)

DISTRICT AFFECTED: ALL

SUBJECT:

That the Mayor is hereby authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso (the "City") and the El Paso Independent School District (the "District"), to enhance the quantity and quality of recreational and athletic programs and services available to the residents of the City at no cost.

BACKGROUND / DISCUSSION:

In August 2005, EPISD and City signed an Inter-Governmental Agreement which allows the El Paso Parks and Recreation Department to use EPISD Facilities.

The terms of the Inter-Governmental Agreement allows with the exception of EPISD's own classes and programs, the Parks and Recreation Department and affiliated Independent Leagues to have first priority use of EPISD's buildings and grounds. Equally, EPISD has first priority use of City facilities and grounds after City scheduled programs. The initial term is through May 31, 2013, and ten (10) additional one (1) year extensions, under the same terms and conditions, not to exceed May 31, 2023. Both entities and affiliated independent leagues will provide one point of contact on an annual basis.

PRIOR COUNCIL ACTION:

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

August 2005 – approval of Interlocal Agreement

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?

N/A

BOARD / COMMISSION ACTION:

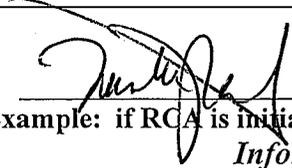
Enter appropriate comments or N/A

N/A

*****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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor is hereby authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso (the "City") and the El Paso Independent School District (the "District"), to enhance the quantity and quality of recreational and athletic facility uses available to the residents of the City, at no cost to the City with the exception of City activities outside of EPISD normal facility operations, for an initial one-year term with renewal options.

ADOPTED this the _____ day of _____, 2012.

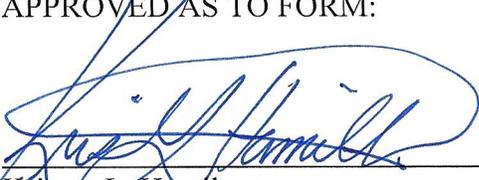
CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton
Assistant City Attorney

APPROVED AS TO CONTENT:



Nanette L. Smejkal, Director
Parks and Recreation Department

STATE OF TEXAS §
 § **INTER-GOVERNMENTAL AGREEMENT**
COUNTY OF EL PASO §

This Inter-Governmental Agreement (hereinafter "Agreement") is made this the _____ day of _____, 2012 (hereinafter "effective date"), by and between the City of El Paso, a home rule municipal corporation (hereinafter "CITY") and the El Paso Independent School District (hereinafter "EPISD").

WHEREAS, CITY provides recreational, enrichment, educational and other community services to youth and adult citizens of El Paso through its Department of Parks and Recreation; and

WHEREAS, EPISD provides educational and recreational services to students and youth within its school district; and

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

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

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

1.0 ATTACHMENTS

1.1 The attachments 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 and covered by this Agreement**
- Attachment "B" Facilities owned by EPISD and covered by this Agreement**
- Attachment "C" Programs and activities operated by CITY or an affiliate with City and covered by this Agreement.**
- Attachment "D" Programs and activities operated by EPISD or an affiliate with EPISD and covered by this agreement.**

"Affiliate" means an organization that provides supplementary programs and recreational activities to a party and utilizes block scheduling for such.

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

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

2.2 EPISD acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind CITY to any obligation other than the obligations set forth in this Agreement. CITY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind EPISD 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, CITY and EPISD are performing governmental functions, as defined by the Texas Tort Claims Act. The parties hereby agree that CITY and EPISD 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. CITY and EPISD agree on the basis set out in this Agreement to share use of public indoor and outdoor athletic and recreational facilities, owned by each entity, as further described in **Attachments "A" and "B"**, for the programs and activities operated by or affiliated with each entity, as further described in **Attachments "C" and "D"**.

3.2 Term. This Agreement shall become effective on _____, 2012, the latest date signed by a party to the Agreement and shall be for a primary term through May 31, 2013. Said Agreement shall be extended automatically for ten (10) additional one (1) year term extensions under the same terms and conditions, unless either party provides a thirty day notice in writing of its intention not to extend or unless terminated as hereinafter provided in Section 5.0 of this Agreement. In no event shall this Agreement extend beyond May 31, 2023.

4.0 JOINT USE AND FACILITY FEES

4.1 CITY shall have the right of first use of EPISD facilities, as further described in **Attachment "B"** for activities officially operated by or affiliated with its Department of Parks and Recreation as described in **Attachment "C"**, when such use does not conflict with EPISD school activities or events, or with non-school activities which have been previously approved by EPISD in accordance with EPISD policies governing use of its facilities.

4.1-1 EPISD shall annually provide CITY with all necessary contact information for the point of contact for scheduling purposes. CITY and affiliated leagues shall follow EPISD prescribed policies and procedures for all uses, to include but not be limited to the relevant policies and rules regarding alcohol and tobacco use. CITY or the designated representative from an affiliated league (who shall be designated annually) shall submit requests for use of EPISD facilities at least fifteen (15) calendar days in advance of the intended use. Written requests will be submitted to the EPISD Associate Superintendent of Operations or a designee. From the effective date through September 30, 2012, EPISD agrees to waive the requirement for submission of requests at least fifteen (15) day in advance.

4.1-2 For indoor facilities, described in **Attachment "B"** EPISD will arrange access to EPISD facilities through its own staff when Department of Parks and Recreation staff have reserved a EPISD facility.

4.2 EPISD shall have the right of first use of CITY facilities, as further described in **Attachment "A,"** for activities officially operated by or affiliated with EPISD as described in **Attachment "D"**, when such use does not conflict with CITY activities or events, or with non-CITY activities which have been previously approved by CITY, in accordance with CITY policies governing use of its facilities, except as provided in Section 4.6-1.

4.2-1 EPISD shall follow CITY prescribed processes to request CITY facilities at least fifteen (15) calendar days in advance of the intended use. Written requests will be submitted to the CITY Director of Parks and Recreation or designee. From the effective date through September 30, 2012, CITY agrees to waive the requirement for submission of requests at least fifteen (15) day in advance.

4.2-2 For indoor facilities, described in **Attachment "A,"** CITY will arrange access to CITY facilities through its own staff when EPISD staff has reserved a CITY 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"**, only during approved scheduled times.

4.4 During CITY use of EPISD facilities, as described in **Attachment "B"** for City operated activities on the dates and hours that a EPISD employee would otherwise be on duty at said facility ("normal hours"), EPISD shall not assess facility fees and charges, with the exception of any CITY operated program that requires special services over and above normal facility operations to include security, staff, materials, and supplies and utilities. Special services

must be identified in writing at the time of reservation. EPISD may charge a fee for uses by CITY affiliates in accordance with Board Policy GKD.

4.4-1 CITY may charge a program fee to its participants, in accordance with CITY policies for any program offered by the CITY under this Agreement.

4.5 During EPISD use of CITY facilities, as described in **Attachment "A,"** on the dates and hours that a CITY employee would otherwise be on duty at said facility ("normal hours"), CITY shall not assess facility fees and charges, with the exception of any EPISD program that requires special services over and above normal facility operations to include security, staff, materials, and supplies, and utilities. Special services must be identified in writing at the time of reservation.

4.5-1 EPISD may charge a program fee to its participants, in accordance with EPISD policies for any program offered by EPISD under this Agreement.

4.6 Swimming Pools. In the event that EPISD uses a CITY swimming pool, as further described in **Attachment "A,"** outside of normal hours, EPISD shall pay the adopted fee.

4.6-1 CITY facilities described in **Attachment "A"** that are outside of the EPISD boundary may be requested by EPISD; however, first priority will be granted to CITY and the school district within the boundary, provided there is an Interlocal Agreement with the District.

4.7 Swim Teams. EPISD shall submit requests for the upcoming school year (September – May) no later than May 31st prior to the beginning of the next school year, with the exception of the school year beginning September 2012, for which requests shall be submitted within seven (7) calendar days of the effective date.

4.8 Athletic Fields, Courts, Gyms and Multipurpose Rooms. CITY, EPISD and affiliated leagues shall submit requests for the upcoming school year (September – May) no later than May 31st prior to the school year, with the exception of the school year beginning September 2012, for which requests shall be submitted within seven (7) calendar days of the effective date. CITY and EPISD shall submit requests for the upcoming summer (June – August) no later than January 31st prior to the summer. Ad Hoc, additional and emergency events may be requested and shall be considered on an individual basis subject to availability. CITY and EPISD agree that, use of all sports fields shall be subject to either party's assessment of its turf conditions, the impact on the field turf by the proposed use, and scheduled maintenance, servicing or repairs.

4.9 Other Uses. The parties may request additional uses in addition to those outlined in Section 4.7 and Section 4.8 and such requests will be granted subject to availability.

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 EPISD 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 effective at the end of its fiscal year upon giving thirty (30) 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 CITY and EPISD 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 CITY is not operating, maintaining or otherwise providing school facilities, nor is EPISD operating, maintaining or otherwise providing park and recreational facilities and services to the general public, for use other than CITY and EPISD sponsored activities.

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. CITY and EPISD 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. CITY and EPISD 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, which 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 (either CITY or EPISD) using the facility.

6.3 Utilities. Each party agrees to pay for the utilities at its own facilities, regardless of use during the 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 use, to include, but not limited to lighting at sport fields, based upon approved hourly fees..

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 CITY (by authority of City Council) and EPISD (by approval of EPISD Board of Trustees). 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. The CITY's City Manager is authorized to enter into agreements amending this contract that do not affect the annual budget of CITY, to include **Attachments "A" and "C"**. The EPISD Superintendent is authorized to enter into agreements amending this contract that do not effect the annual budget of EPISD to include **Attachments "B" and "D"**.

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, with the exception of Inter-local Agreements pertaining to capital development and improvement of standalone facilities; such interlocals and/or companion leases shall remain in effect. 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 CITY, and EPISD Board of Trustees 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: City Manager
Two Civic Center Plaza, 10th Floor
El Paso, Texas 79901-1196

COPY TO: Parks and Recreation Department
Attention: Director
Two Civic Center Plaza, 6th Floor
El Paso, Texas 79901-1196

EPISD: El Paso Independent School District
Attn: Superintendent
6531 Boeing Drive
El Paso, Texas 79925

COPY TO: El Paso Independent School District
Attn: Associate Superintendent of Operations
6531 Boeing Drive
El Paso, Texas 79925

6.9 Warranty of Capacity to Execute Contract. The persons signing this Agreement on behalf of the parties warrant that he/she has the authority to do so and to bind the parties 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)

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

INTER-GOVERNMENTAL AGREEMENT

Signature Page

Executed this _____ day of _____, 2012.

CITY OF EL PASO

John F. Cook, Mayor

ATTESTED:

Richarda Duffy Momsen
City Clerk

EL PASO INDEPENDENT SCHOOL
DISTRICT

By: _____
Name Printed: _____
Title: _____

ATTESTED:

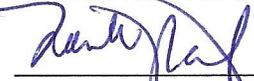
Name: _____
Title: _____

APPROVED AS TO FORM:



Kristen L. Hamilton
Assistant City Attorney

APPROVED AS TO CONTENT:



Nanette L. Smejkal, Director
Parks & Recreation Department

APPROVED AS TO FORM:

Name: _____
Attorney for El Paso Independent School District

APPROVED AS TO CONTENT:

Name: _____
Title: _____

ATTACHMENT "A"

City of El Paso
Parks and Recreation Facilities List
Attachment A

FACILITY	TYPE	ADDRESS
Alethea	City Park	901 Alethea Park Dr.
Arlington	City Park	10350 Pasadena Cir.
Armijo	City Park	710 E. Seventh Ave.
Barron	City Park	Rogers Jornby
Bartlett	City Park	500 Bartlett
Bear Ridge	City Park	Franklin Crest
Billy Rogers Arroyo	City Park	
Borderland	City Park	6327 Modesta
Boys Club	City Park	811 S Florence St
Braden Aboud	City Park	4325 River Bend Dr.
Buena Vista	City Park	420 Nopal Ave
Calendar	City Park	401 E. San Antonio Ave
Carruso	City Park	720 Prospect St
Chihuahita	City Park	400 Charles Rd
Chuck Heinrich	City Park	11055 Loma Del Norte Dr
Cielo Vista	City Park	9030 Cosmos Ave
Cimmaron Cove	City Park	6935 Cactus Thrush Dr
Cleveland Square	City Park	510 North Santa Fe
Colonia Verde	City Park	5452 Ketchikan
Coronado/Fiesta	City Park	Balboa
Crestmont	City Park	515 Chermont Dr
De Vargas	City Park	643 De Vargas Dr
Doniphan	City Park	1800 W. Paisano Dr.
Dunn	City Park	1501 N. El Paso St.
Edgemere Median	City Park	Airway to Hawkins
El Barrio	City Park	3001 Findley Ave.
Esmeralda	City Park	720 Esmeralda Amendariz
Estrella-Rivera	City Park	3200 Rivera Ave.
Fire Fighters Memorial Park	City Park	316 W. Overland
Francisco Delgado	City Park	7020 Imperial Ridge Dr.
Galatzan	City Park	650 Wallenberg Dr.
Grace Chope	City Park	535 W. Missouri Ave.
Grandview	City Park	3100 Jefferson Ave.
H.T. Ponsford	City Park	6201 Marcena st.
Hawkins	City Park	1500 Hawkins
Houston	City Park	900 Montana
Irwin J. Lambka	City Park	6600 Cloudview
Lincoln	City Park	4001 Durazno Ave.
Lions Plazita	City Park	910 S. Santa Fe St.
Logan	City Park	5500 Byron St
Linda Daw Hudson	City Park	1100 Franklin Hills Dr
Little River	City Park	5893 Sixta Dr.
Liz Morayma-Gonzalez	City Park	4500 E. Yandell Dr.

City of El Paso
Parks and Recreation Facilities List
Attachment A

MacArthur	City Park	738 Gerald
Madeline	City Park	900 E Baltimore Dr.
Magoffin	City Park	1030 Myrtle
Mary Webb	City Park	3401 E Missouri Ave.
McKelligon Canyon	City Park	
Memorial Park	City Park	1701 Copia St.
Mesa Terrace	City Park	1221 Selden Dr.
Milagro	City Park	5310 Annette Ave
Mission Hills	City Park	3800 O'Keefe Dr.
Modesto Gomez	City Park	4600 Edna Ave.
Montoya Heights	City Park	340 Coates
Mountain View	City Park	8400 Diana Dr.
Mundy	City Park	500 Porfirio Diaz St.
Murchison	City Park	1600 Scenic Dr.
Nations Tobin	City Park	8831 Railroad Dr.
Newman	City Park	2212 Alabama St
Nolan Richardson	City Park	4435 Maxwell
Normandy	City Park	6300 Normandy Dr.
Ojo de Agua	City Park	670 Villa Descanso
Pacific	City Park	3905 Hidden Way
Palo Verde	City Park	6260 Dew Dr.
Park Hills	City Park	1001 Calle Parque
Paseo De Los Heros	City Park	601 E. Eighth St.
Paul Harvey	City Park	6220 Belton Rd
Pera-Luna	City Park	3300 Pera Ave.
Pioneer Plaza	City Park	Mills and El Paso St.
Pollard	City Park	4500 Pollard
Ponder	City Park	7500 Burgess Dr.
Raynolds Median	City Park	Hastings Dr to La Luz Ave
Rio Grande Linear	City Park	Country Club to Borderland
Rim Road	City Park	Kansas to Brown
River Park West 1	City Park	713 Dakota River
Riverbend LT	City Park	
Saipan - Ledo	City Park	
San Jacinto Plaza	City Park	111 Mills St.
San Juan Placita	City Park	700 N. Glenwood Pl.
Sandstone Ranch	City Park	Marcus Uribe & North View
Sandstone Ranch Estates	City Park	5401 Marcus Uribe
Scenic Drive	City Park	Rim Road to Wheeling
Serenity Garden	City Park	489 Charles St.
Snow Heights	City Park	311 Fountain
South Dakota	City Park	6811 South Dakota
Student Memorial	City Park	9425 Vicksburg Dr.
Sue Young	City Park	9730 Diana

City of El Paso
Parks and Recreation Facilities List
Attachment A

Summit-Filmore	City Park	4501 Raynor St.
Sunrise	City Park	3800 Sunrise Ave.
Sunset Heights	City Park	631 Stewart Ct.
Sunset View	City Park	6072 Palmdale
Thorn	City Park	5260 Mace St.
Thunder Canyon	City Park	
Todd Ware	City Park	4600 Stahala Dr.
Tom Lea Lower	City Park	1203 Schuster Ave 900 Rim Rd.
Tom Lea Upper	City Park	900 Rim Road
Tula Irraboli	City Park	601 S. Park St.
Union Plaza	City Park	117 Anthony
Valley Creek	City Park	651 Gomez Rd
Van Buren Dam	City Park	Harrison at Alabama
Veterans	City Park	5301 Salem Dr.
Vista Del Valle	City Park	1288 Hawins Blvd.
Washington	City Park	200 Washington St.
Wellington Chew	City Park	4430 Maxwell Ave.
West Green	City Park	Saplinas Rd.
Westside Community	City Park	7400 High Ridge
Westside Sports Complex	City Park	7400 High Ridge
White Spur	City Park	4800 Love Rd.
WW II Veterans of Company E	City Park	4321 Delta Dr.
Armijo Pool	Pool	911 Ochoa
Chelsea Pool	Pool	819 Chelsea
Delta Pool	Pool	4452 Delta
Galatzan - Leo Cancellare Pool	Pool	650 Wallenberg Dr.
Grandview Pool	Pool	3100 Jefferson Ave.
Hawkins Pool	Pool	1500 Hawkins
Memorial Pool	Pool	3251 Copper
Pat O' Rourke	Pool	701 Montana
Nations Tobin Pool	Pool	8831 Railroad Dr.
Veterans Pool	Pool	5301 Salem Dr.
Vista Del Valle - T&I Pool	Pool	9031 Viscount
Armijo Rec Center	Rec Center	710 E. Seventh Ave.
Chihuahita Rec Center	Rec Center	439 Charles Rd
Galatzan Rec Center	Rec Center	650 Wallenberg Dr.
Leona Ford Washington Rec Ctr	Rec Center	3400 Missouri
Nolan Richardson Rec Center	Rec Center	4435 Maxwell
Pat O' Rourke Rec Center	Rec Center	701 Montana
Rae Gilmore Rec Center	Rec Center	8501 Diana
San Juan Rec Center	Rec Center	701 N. Glenwood Pl.
Seville Rec Center	Rec Center	6700 Sambrano Ave
Veterans - Northeast Rec Center	Rec Center	5301 Salem Dr.
Vista Del Valle - Multi Purpose Center	Rec Center	9031 Viscount

City of El Paso
Parks and Recreation Facilities List
Attachment A

Westside Community - Don Haskins Rec Ctr	Rec Center	7400 High Ridge
Acosta Sports Center	Sports Center	4321 Delta Dr.
Nations Tobin Sports Center	Sports Center	8831 Railroad Dr.

ATTACHMENT "B"

ATTACHMENT "B"

INTER-GOVERNMENTAL AGREEMENT

Location	Code	Address/ZIP
Lea	178	4851 Marcus Uribe Dr. (34)
Lee	150	7710 Pandora St. (04)
Lincoln	051	500 Mulberry Av. (32)
Logan	128	3200 Ellerthorpe Av. (04)
Lundy	177	6201 High Ridge Dr. (12)
MacArthur	129	8101 Whitus Dr. (25)
Magoffin	047	4931 Hercules Av. (04)
Mesita	130	500 Althea Park Dr. (02)
Milam	131	5000 Luke St. (08)
Morehead	046	5625 Confetti Dr. (12)
Moreno	167	2300 San Diego (30)
Moye	169	4812 Alps (24)
Newman	133	10275 Alcan St. (24)
Nixon	161	11141 Loma Roja Dr. (34)
Park	134	3601 Edgar Park Av. (04)
Polk	159	940 Belvidere St. (12)
Powell	175	4750 W. Ellerthorpe Ave. (04)
Putnam	135	6508 Fiesta Dr. (12)
Richardson	055	11350 Loma Franklin Drive (34)
Rivera	156	6445 Escondido Dr. (12)
Roberts	136	341 Thorn Ave. (32)
Ross	042	6101 Hughey Cr. (25)
Rusk	138	3601 N. Copia St. (30)
Schuster	140	5515 Will Ruth (24)
Stanton	141	5414 Hondo Pass Av. (24)
Terrace Hills	048	4835 Blossom Av. (24)
Tippin	168	6541 Bear Ridge (12)
Travis	143	5000 N. Stevens St. (30)
Vilas	144	220 Lawton Dr. (02)
Western Hills	146	530 Thunderbird Dr. (12)
Whitaker	153	4700 Rutherford Dr. (24)
White	147	4256 Roxbury (22)
Wiggs	052	1300 Circle Dr. (02)
Zavala	148	51 N. Hammett St. (05)

ATTACHMENT "B"

INTER-GOVERNMENTAL AGREEMENT

Location	Code	Address/ZIP
Lea	178	4851 Marcus Uribe Dr. (34)
Lee	150	7710 Pandora St. (04)
Lincoln	051	500 Mulberry Av. (32)
Logan	128	3200 Ellerthorpe Av. (04)
Lundy	177	6201 High Ridge Dr. (12)
MacArthur	129	8101 Whitus Dr. (25)
Magoffin	047	4931 Hercules Av. (04)
Mesita	130	500 Althea Park Dr. (02)
Milam	131	5000 Luke St. (08)
Morehead	046	5625 Confetti Dr. (12)
Moreno	167	2300 San Diego (30)
Moye	169	4812 Alps (24)
Newman	133	10275 Alcan St. (24)
Nixon	161	11141 Loma Roja Dr. (34)
Park	134	3601 Edgar Park Av. (04)
Polk	159	940 Belvidere St. (12)
Powell	175	4750 W. Ellerthorpe Ave. (04)
Putnam	135	6508 Fiesta Dr. (12)
Richardson	055	11350 Loma Franklin Drive (34)
Rivera	156	6445 Escondido Dr. (12)
Roberts	136	341 Thorn Ave. (32)
Ross	042	6101 Hughey Cr. (25)
Rusk	138	3601 N. Copia St. (30)
Schuster	140	5515 Will Ruth (24)
Stanton	141	5414 Hondo Pass Av. (24)
Terrace Hills	048	4835 Blossom Av. (24)
Tippin	168	6541 Bear Ridge (12)
Travis	143	5000 N. Stevens St. (30)
Vilas	144	220 Lawton Dr. (02)
Western Hills	146	530 Thunderbird Dr. (12)
Whitaker	153	4700 Rutherford Dr. (24)
White	147	4256 Roxbury (22)
Wiggs	052	1300 Circle Dr. (02)
Zavala	148	51 N. Hammett St. (05)

ATTACHMENT "C"

Programs and Activities Operated or Affiliated with City of El Paso Parks and Recreation- Attachment C

Operated by City of El Paso Parks and Recreation:

City of El Paso Adult & Youth Baseball, Softball, Football, Soccer League Games

City of El Paso Adult & Youth Basketball and Volleyball League Games

City of El Paso Youth Mini-Sports Programs/Skills Camps

City of El Paso Youth Club Rec (summer camp)

City of El Paso Youth After School Programs

City of El Paso Adult & Youth Special Events- example Halloween or Easter program, Senior Games

Affiliated with City of El Paso Parks and Recreation:

Azteca Women's Soccer League

NEAYSO League

NE Soccer League

Independent Soccer League

Classic Soccer League

Sun City Flag League

Independent Softball League

Sun City Kickball League

El Paso Kickball League

Alta Vista Optimist T-ball League

Southwest Baseball League

Westside Girls Softball League

Northgate Optimist T-ball League

El Paso Las Cruces Softball League

Independent Soccer League

Christian Soccer League

Latina Soccer League

East El Paso Soccer League

Cielo Vista T-Ball League

Miracle League of Baseball

Scorpions Rugby League

ATTACHMENT "D"

ATTACHMENT "D"

INTER-GOVERNMENTAL AGREEMENT

EPISD Athletic Activities at Parks and Rec. Facilities

Swimming: EPISD holds regular practice and swim meets throughout the school year at the following Parks and Rec. swimming pool facilities:

- Armijo, Memorial, Marty Robbins, Cowan, Veterans, L. Cancelara, and Hawkins
- Practice and Meet schedules for the up coming school year are provided to Parks and Rec. by the end of May.

Cross Country: EPISD holds Cross Country Meets at the following City Parks from September to October of each year;

- Skyline, Cloudview, Veterans, and Haskins
- Requests for Permit to use the facilities are processed by athletics and sent to Parks and Rec. prior to each activity.

Softball: EPISD sponsors a softball tournament at Blackie Chesher Softball Complex each year in February.

STATE OF TEXAS §
 § **INTER-GOVERNMENTAL AGREEMENT**
COUNTY OF EL PASO §

This Inter-Governmental Agreement (hereinafter "Agreement") is made this the _____ day of _____, 2012 ([hereinafter "effective date"](#)), by and between the City of El Paso, a home rule municipal corporation (hereinafter "CITY") and the El Paso Independent School District (hereinafter "EPISD").

WHEREAS, CITY provides recreational, enrichment, educational and other community services to youth and adult citizens of El Paso through its Department of Parks and Recreation; and

WHEREAS, EPISD provides educational and recreational services to students and youth within its school district; and

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

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

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

1.0 ATTACHMENTS

1.1 The attachments 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 and covered by this Agreement**
- Attachment "B" Facilities owned by EPISD and covered by this Agreement**
- Attachment "C" Programs and activities operated ~~and sponsored~~ by CITY or an affiliate with City and covered by this Agreement.**
- Attachment "D" Programs and activities operated ~~and sponsored~~ by EPISD or an affiliate with EPISD and covered by this agreement.**

"Affiliate" means an organization that provides supplementary programs and recreational activities to a party and utilizes block scheduling for such.

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

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

2.2 EPISD acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind CITY to any obligation other than the obligations set forth in this Agreement. CITY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind EPISD 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, CITY and EPISD are performing governmental functions, as defined by the Texas Tort Claims Act. The parties hereby agree that CITY and EPISD 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. CITY and EPISD agree on the basis set out in this Agreement to share use of public indoor and outdoor athletic and recreational facilities, owned by each entity, as further described in **Attachments "A" and "B"**, for the programs and activities operated ~~and by or affiliated with sponsored by~~ each entity, as further described in **Attachments "C" and "D"**.

3.2 Term. This Agreement shall become effective on _____, **2012**, ~~the latest date signed by a party to the Agreement~~ and shall be for a primary term ~~of five (5) years from that date through May 31, 2013~~. Said Agreement shall be extended ~~by mutual written automatically agreement for five ten (510)~~ additional one (1) year term extensions under the same terms and conditions, unless ~~either party provides a thirty day notice in writing of its intention not to extend or unless~~ terminated as hereinafter provided in Section 5.0 of this Agreement. In no event shall this Agreement extend beyond ~~ten May 31, 2023 years in total~~.

4.0 JOINT USE AND FACILITY FEES

4.1 CITY shall have the right of first use of EPISD facilities, as further described in **Attachment “B”** for activities officially operated ~~by or affiliated with~~ and sponsored by its Department of Parks and Recreation as described in **Attachment “C”**, when such use does not conflict with EPISD school activities or events, or with non-school activities which have been previously approved by EPISD in accordance with EPISD policies governing use of its facilities.

4.1-1 ~~CITY shall follow EPISD prescribed processes to request EPISD facilities at least fifteen (15) calendar days in advance of the intended use. Written requests will be submitted per EPISD Policy GKD, COMMUNITY RELATIONS – NON SCHOOL USE OF SCHOOL FACILITIES, to the school Principal or designee. EPISD shall annually provide CITY with all necessary contact information for the point of contact for scheduling purposes. CITY and affiliated leagues shall follow EPISD prescribed policies and procedures for all uses, to include but not be limited to the relevant policies and rules regarding alcohol and tobacco use. CITY or the designated representative from an affiliated league (who shall be designated annually) shall submit requests for use of EPISD facilities at least fifteen (15) calendar days in advance of the intended use. Written requests will be submitted to the EPISD Associate Superintendent of Operations or a designee. From the effective date through September 30, 2012, EPISD agrees to waive the requirement for submission of requests at least fifteen (15) day in advance.~~

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4.1-2 For indoor facilities, described in **Attachment “B”** EPISD will arrange access to EPISD facilities through its own staff when Department of Parks and Recreation staff have reserved a EPISD facility.

4.2 EPISD shall have the right of first use of CITY facilities, as further described in **Attachment “A,”** for activities officially operated ~~and sponsored by~~ or affiliated with EPISD as described in **Attachment “D”**, when such use does not conflict with CITY activities or events, or with non-CITY activities which have been previously approved by CITY, in accordance with CITY policies governing use of its facilities, except as provided in Section 4.6-1.

4.2-1 EPISD shall follow CITY prescribed processes to request CITY facilities at least fifteen (15) calendar days in advance of the intended use. Written requests will be submitted to the CITY Director of Parks and Recreation or designee. From the effective date through September 30, 2012, CITY agrees to waive the requirement for submission of requests at least fifteen (15) day in advance.

4.2-2 For indoor facilities, described in **Attachment “A,”** CITY will arrange access to CITY facilities through its own staff when EPISD staff ~~have~~ has reserved a CITY 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”**, only during approved scheduled times.

4.4 During CITY use of EPISD facilities, as described in **Attachment “B,”** for City operated activities on the dates and hours that a EPISD employee would otherwise be on duty at said facility (“normal hours”), EPISD shall not assess facility fees and charges, with the

exception of any CITY operated program that requires special services over and above normal facility operations to include security, staff, materials, and supplies and utilities. Special services must be identified in writing at the time of reservation. EPISD may charge a fee for uses by CITY affiliates in accordance with Board Policy GKD.

4.4-1 CITY may charge a program fee to its participants, in accordance with CITY policies for any program offered by the CITY under this Agreement.

4.5 During EPISD use of CITY facilities, as described in **Attachment “A,”** on the dates and hours that a CITY employee would otherwise be on duty at said facility (“normal hours”), CITY shall not assess facility fees and charges, with the exception of any EPISD program that requires special services over and above normal facility operations to include security, staff, materials, and supplies, and utilities. Special services must be identified in writing at the time of reservation.

4.5-1 EPISD may charge a program fee to its participants, in accordance with EPISD policies for any program offered by EPISD under this Agreement.

4.6 Swimming Pools. In the event that EPISD uses a CITY swimming pool, as further described in **Attachment “A,”** outside of normal hours, EPISD shall pay the adopted fee.

4.6-1 CITY facilities described in **Attachment “A”** that are outside of the EPISD boundary may be requested by EPISD; however, first priority will be granted to CITY and the school district within the boundary, provided there is an Interlocal Agreement with the District.

4.7 Swim Teams. EPISD shall submit requests for the upcoming school year (September – May) no later than May 31st prior to the beginning of the next school year, with the exception of the school year beginning September 2012, for which requests shall be submitted within seven (7) calendar days of the effective date.

4.8 Athletic Fields, Courts, Gyms and Multipurpose Rooms. ~~CITY, and~~ EPISD and affiliated leagues shall submit requests for the upcoming school year (September – May) no later than May 31st prior to the school year, with the exception of the school year beginning September 2012, for which requests shall be submitted within seven (7) calendar days of the effective date. CITY and EPISD shall submit requests for the upcoming summer (June – August) no later than January 31st prior to the summer. Ad Hoc, additional and emergency events may be requested and shall be considered on an individual basis subject to availability. CITY and EPISD agree that, use of all sports fields shall be subject to either party’s assessment of its turf conditions, the impact on the field turf by the proposed use, and scheduled maintenance, servicing or repairs.

4.9 General Public Other Uses. ~~The general public and non-governmental agencies may request CITY and EPISD facilities for activities such as team practices by following CITY and EPISD adopted policies and procedures.~~ The parties may request additional uses in addition to those outlined in Section 4.7 and Section 4.8 and such requests will be granted subject to availability.

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 EPISD 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 effective at the end of its fiscal year upon giving thirty (30) 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 CITY and EPISD 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 CITY is not operating, maintaining or otherwise providing school facilities, nor is EPISD operating, maintaining or otherwise providing park and recreational facilities and services to the general public, for use other than CITY and EPISD sponsored activities.

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. CITY and EPISD 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. CITY and EPISD 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, which 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 (either CITY or EPISD) using the facility.

6.3 Utilities. Each party agrees to pay for the utilities at its own facilities, regardless of use during the 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 use, to include, but not limited to lighting at sport fields, based upon approved hourly fees..

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 CITY (by authority of City Council) and EPISD (by approval of EPISD Board of Trustees). 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. The CITY's City Manager is authorized to enter into agreements amending this

contract that do not affect the annual budget of CITY, to include **Attachments “A” and “C”**. The EPISD Superintendent is authorized to enter into agreements amending this contract that do not effect the annual budget of EPISD to include **Attachments “B” and “D”**.

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, with the exception of Inter-local Agreements pertaining to capital development and improvement of stand-alone facilities; such interlocals and/or companion leases shall remain in effect. 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 CITY, and EPISD Board of Trustees 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: City Manager
Two Civic Center Plaza, 10th Floor
El Paso, Texas 79901-1196

COPY TO: Parks and Recreation Department
Attention: Director
Two Civic Center Plaza, 6th Floor
El Paso, Texas 79901-1196

EPISD: El Paso Independent School District
Attn: Superintendent
6531 Boeing Drive
El Paso, Texas 79925

COPY TO: El Paso Independent School District
Attn: Associate Superintendent of Operations
6531 Boeing Drive
El Paso, Texas 79925

6.9 Warranty of Capacity to Execute Contract. The persons signing this Agreement on behalf of the parties warrant that he/she has the authority to do so and to bind the parties 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)

STATE OF TEXAS §
 § **INTER-GOVERNMENTAL AGREEMENT**
COUNTY OF EL PASO §

Signature Page

Executed this _____ day of _____, 2012.

CITY OF EL PASO

John F. Cook, Mayor

ATTESTED:

Richarda Duffy Momsen
City Clerk

EL PASO INDEPENDENT SCHOOL
DISTRICT

By: _____
Name Printed: _____
Title: _____

ATTESTED:

Name: _____
Title: _____

APPROVED AS TO FORM:

Kristen L. Hamilton
Assistant City Attorney

APPROVED AS TO CONTENT:

Nanette L. Smejkal, Director
Parks & Recreation Department

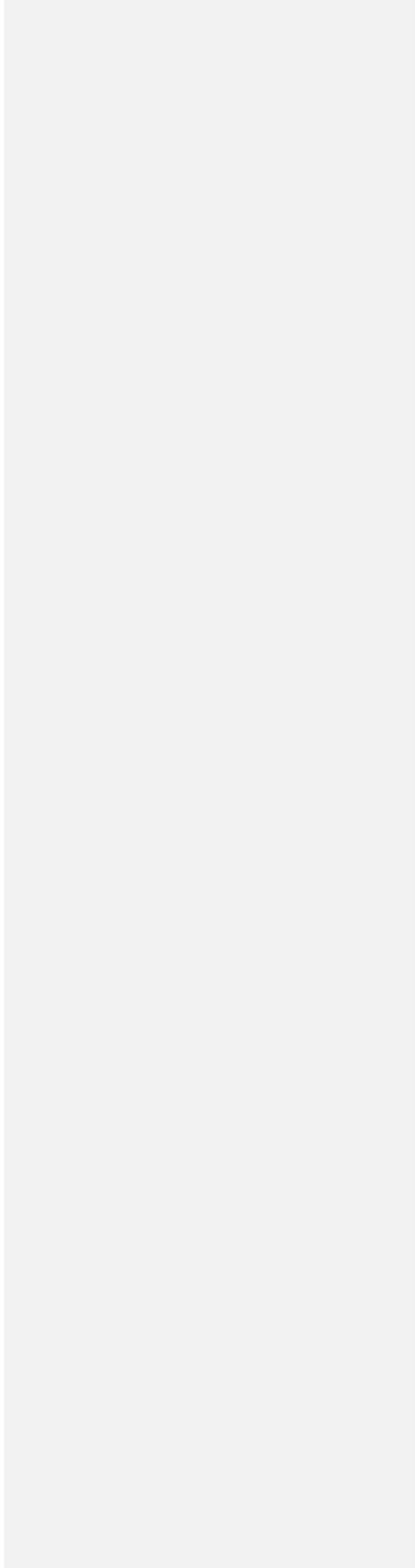
APPROVED AS TO FORM:

Name: _____
Attorney for El Paso Independent School District

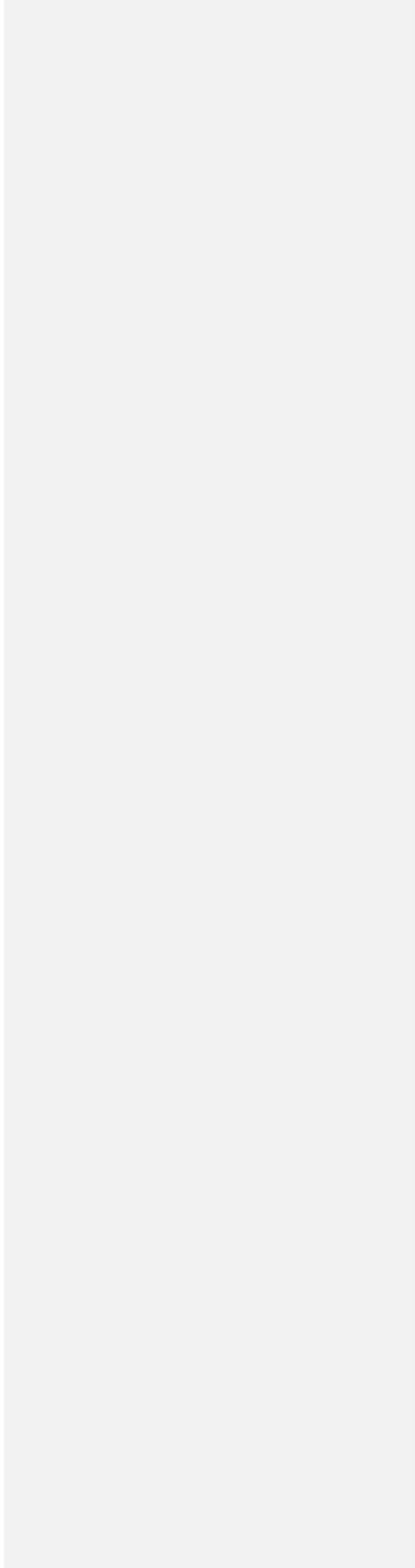
APPROVED AS TO CONTENT:

Name: _____
Title: _____

ATTACHMENT “A”



ATTACHMENT “B”



ATTACHMENT “C”

Programs and Activities Operated or Affiliated with City of El Paso
Parks and Recreation- Attachment C

Operated by City of El Paso Parks and Recreation:

[City of El Paso Adult & Youth Baseball, Softball, Football, Soccer League Games](#)

[City of El Paso Adult & Youth Basketball and Volleyball League Games](#)

[City of El Paso Youth Mini-Sports Programs/Skills Camps](#)

[City of El Paso Youth Club Rec \(summer camp\)](#)

[City of El Paso Youth After School Programs](#)

[City of El Paso Adult & Youth Special Events- example Halloween or Easter program, Senior Games](#)

Affiliated with City of El Paso Parks and Recreation:

[Azteca Women’s Soccer League](#)

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[NE Soccer League](#)

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[Sun City Flag League](#)

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[Northgate Optimist T-ball League](#)

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[Christian Soccer League](#)

[Latina Soccer League](#)

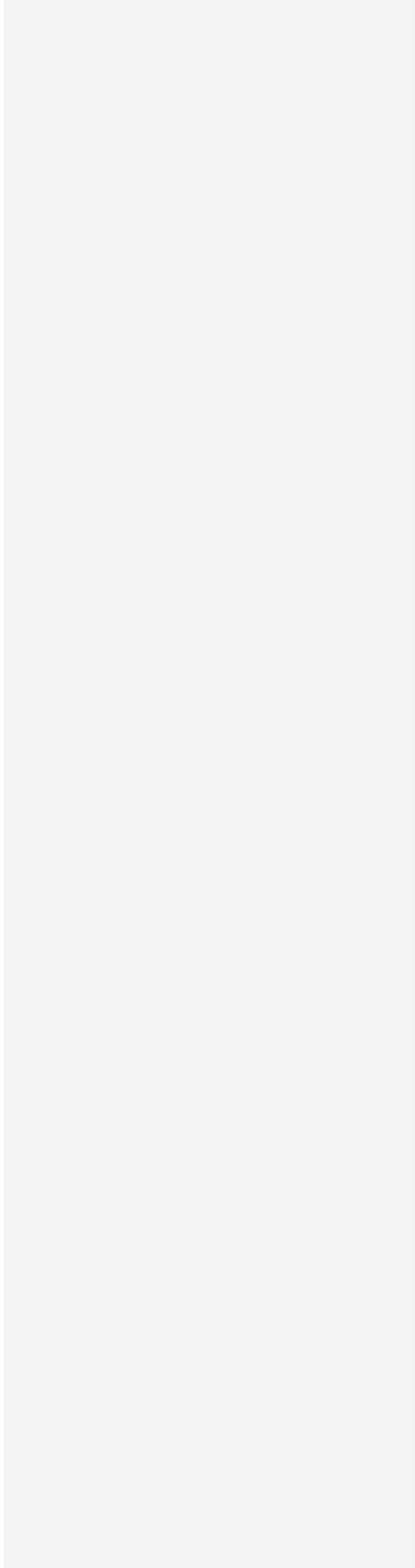
[East El Paso Soccer League](#)

[Cielo Vista T-Ball League](#)

[Miracle League of Baseball](#)

[Scorpions Rugby League](#)

ATTACHMENT “D”





Interlocal Agreements With EPISD & YISD

**City Council Agenda
August 28, 2012**





Interlocal Agreement

- The primary purpose is to expand recreation and education opportunities for youth and adults in cost effective manner
- Reciprocal facility use agreement
- Includes Affiliated league organizations who provide supplementary programs and recreational activities



Terms

- Primary term through May 31, 2013
- Automatic extensions for ten (10) additional one (1) year term extensions
- District Facilities: City and Affiliated leagues have priority after District programs and activities.
- City Facilities: District has priority after City programs and activities.
- City, District, and Affiliated leagues will have one point of contact for reservations, to be provided annually.



Questions/Comments

