

INTERLOCAL GOVERNMENTAL
JOINT-USE AGREEMENT
FOR
FARIAS RECREATION CENTER
AND
K TARVER RECREATION CENTER
BETWEEN
LAREDO INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF LAREDO

This Interlocal Governmental Joint Use Agreement for the FARIAS RECREATION CENTER and K TARVER RECREATION CENTER is hereby entered into on this day 17th of November 1997 by and between the City of LAREDO (hereinafter called "City"), a Texas municipal corporation and political subdivision acting by and through its City Council and City Manager, and Laredo Independent School District, a Texas political subdivision (hereinafter called "District"), acting by and through its Board of Trustees and Superintendent pursuant to its actions of Board Meeting held on 3/20/97.

I. PREAMBLE

WHEREAS, the City of Laredo and Laredo Independent School District have joined together to pursue an initiative to maximize the impact of existing local resources; and

WHEREAS, City and District agree that joint utilization and maintenance of the indoor neighborhood recreation center facility would enhance the recreational assets of both the City and the District, will reduce operating costs of each, will offer more programs to area residents, and presents a unique opportunity and an efficient partnership approach to addressing community education and recreation needs and the mutual benefits derived by the City and the District in the joint use and maintenance of said facility would benefit the taxpayers and the mission of both jurisdictions; and

WHEREAS, joint-use and joint maintenance of the indoor neighborhood recreation center facility is a cost-effective method for the parties hereto to best serve the needs of their respective constituencies; and

WHEREAS, the Chapter 791 of the Texas Local Government Code authorizes political subdivisions to enter into intergovernmental agreements; and

WHEREAS, City and District are each political subdivisions located in Webb County, Texas; and

WHEREAS, the City of Laredo was deeded certain land owned by Laredo Independent School District in order to construct an indoor neighborhood recreation facility; and pursuant to the deed, LISD was granted neighborhood recreation facility; and

WHEREAS, the parcel of land is located adjacent to Katherine Tarver Elementary and Farias Elementary; and

WHEREAS, the Laredo Independent School District Board of Trustees executed the transfer of the property adjacent to Katherine Tarver Elementary and Farias Elementary on August 21, 1995; and

WHEREAS, as per the executed deed, as consideration for the transfer of subject real property located adjacent to Katherine Tarver Elementary and Farias Elementary from the District to the City, the District reserved and was granted the right to share the use of the indoor neighborhood recreation center constructed on the property for the public purposes of the City and the District as set out herein; and

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

II. DEFINITIONS

2.1. When used in this Agreement, the following terms shall mean:

- (a) City: the City of Laredo, a Texas municipal corporation and a home-rule city organized under the laws of the State of Texas, acting by and through its City Manager as authorized by its home-rule charter and the City Council of the City of Laredo.
- (b) City Funds: those funds designated and authorized by the City of Laredo for purposes of repair, maintenance and operation of the indoor neighborhood recreation center facility.
- (c) City Use: use of the indoor neighborhood recreation center facility designated for use by City.
- (d) District: Laredo Independent School District governed by its Board of Trustees.
- (e) District Fiscal Year: September 1 thru August 31.
- (f) District School Year: August 15 through May 31 or as determined by the School District.

- (h) District Use: use of the indoor neighborhood recreation facility designated by use by District.
- (i) Indoor Neighborhood Recreation Center Facility: the Katherine Tarver Elementary located at 2902 Tilden and Farias Elementary located at 1601 Farias.
- (j) Operation and Maintenance: the operation and maintenance of the indoor neighborhood recreation center facility to include, operation and maintenance of the indoor neighborhood recreation center facility including custodial supplies, equipment and building repairs, replacement parts, tools, security, and other operational costs as may be required for the daily operation of designated use of the indoor neighborhood recreation center facility.
- (k) Operation and Maintenance Expenses: those expenses attributable to the operation and maintenance of the recreation center expenses under this agreement.
- (l) Third-Party Use: use of the indoor neighborhood recreation center facility by those other than the parties to this agreement to be determined by the City, so long as the Third-Party use does not conflict with the terms and provisions outlined in this agreement.

III. STATEMENT OF GENERAL PURPOSE AND INTENT

- 3.1. The purpose and intent of this Agreement is to provide for the maintenance, operation, management and joint-use of the indoor neighborhood recreation center facility by District's students, faculty and staff, by the City's staff and the general public and other invitees through City's Educational and Recreational Programming, as described herein below.
- 3.2. Said indoor neighborhood recreation center facility consists of a gymnasium, a kitchen and classroom, a meeting room, multi-purpose room, restrooms, two staff offices, a front counter/reception area, a custodial closet, one storage room and parking.
- 3.3. The use of alcoholic beverages, illegal drugs and the possession of firearms is prohibited within the confines of the indoor neighborhood recreation center.

IV. OWNERSHIP AND TERM OF CITY USE

- 4.1. The parties hereto understand and agree that title to the land and the indoor neighborhood recreation center facility shall be and remain vested in the City, so long as the District retains joint use of the facility, failing that the property returns to the District as per the deed.

4.2. In consideration for the District's contribution of the property for the indoor neighborhood recreation center facility, as set out herein, the City, by accepting the deeded property which outlined joint-use in perpetuity, has permitted District use of the indoor recreation center in perpetuity as described in the deed (attachment #1). District use shall be based on the principles and within the framework specified hereinafter.

4.3. The term of this agreement shall be for a period of five (5) years commencing the date of execution.

4.4. If the agreement is not renewed by City or District action at the end of the term of this agreement, the terms of this agreement will carry over on a year to year basis until a new agreement is completed.

V. ESTABLISHMENT OF A JOINT-USE COMMITTEE

5.1. A Joint-Use Committee consisting of the City's Parks & Recreation Director, the City's Recreation Superintendent and the City's Recreation Center Manager, the District's Athletic Director (or a designated representative) the LISD Business Manager (or a designated representative) and the school principal of Katherine Tarver Elementary and Farias Elementary (or a designated representative) shall be established to schedule, review and coordinate use, operational policies, and maintenance issues of the facility.

5.2. The Joint-Use Committee shall establish and review maintenance standards for the facility.

5.3. Any other issues the District wishes to discuss related to the joint-use of the facility shall be addressed to the Joint-Use Committee.

5.4. The Joint-Use Committee shall meet at least once per quarter.

VI. CITY'S AND DISTRICT'S SHARE OF MAINTENANCE AND OPERATING COSTS

6.1. In consideration of the District's contribution of the property for the indoor neighborhood recreation center facility, as set out herein, the City by accepting the deeded property which outlines joint-use in perpetuity, has permitted District use of the indoor recreation center facility in perpetuity described in the deed.

6.2. During the hours that the District utilizes the recreation center, the District will provide the following services:

- a. janitorial services
- b. janitorial supplies
- c. minor repairs to building damages which occur during the designated District use hours.

6.3. During the hours that the City utilizes the recreation center, the City will provide the following services:

- a. janitorial supplies
- b. janitorial services
- c. minor repairs to building damages which occur during the designated City Use hours.

6.4. The costs of security and traffic control for special events shall be the responsibility of the sponsors. Third parties sponsoring events shall be responsible for assuming all costs of security, traffic control, clean up costs and any other costs as part of their contractual agreement with the City for the use of the facility. Litter control after any special event shall be assumed by the sponsor, provided however, that the City may recover the costs of litter control from third parties as part of the contractual agreement for the use of the facility. A deposit may be required.

6.5. The joint use committee will review any vandalism and damage issues pertaining to the recreation center and may make a recommendation to the respective parties of this agreement.

VII. JOINT-USE OF SPECIFIC AREAS OF INDOOR NEIGHBORHOOD RECREATION CENTERS BY THE CITY, DISTRICT AND THIRD PARTIES

7.1. Joint-Use of the Tarver & Farias Gymnasium.

The District shall have first right of refusal for the use of the gymnasium during the school year Mondays thru Fridays from 7:00 am thru 3:30 pm (excluding school holidays). The gymnasium shall be reserved for use by the City during any period during which District activities are not scheduled, such use to include use by the City for special events or programs sponsored by the City, use by the general public and by third parties. Any deviations to the times and days outlined shall be coordinated through the Joint-Use Committee.

7.2. Joint-Use of all other areas of the Indoor Neighborhood Recreation Center.

The City shall have first right of refusal for use of all areas other than the gymnasium by either the District or any third parties during the District's school year. The City shall have the sole first right of refusal for use of all areas of the facility when the District's school year ends. The

District may request access to areas other than the gymnasium by submitting a written request to the City at least 7 (seven) days prior to the proposed use date. Third party requests to utilize any areas other than the gymnasium or the weight room will be coordinated through the City's Third Party use or Rental procedures.

7.3. Rental and Use Fees For Third Party Use.

The City reserves the right to establish rental and use fees for utilization of the Indoor Neighborhood Recreation Center by the general public or third parties. Coordination of third party use will be the sole responsibility of the City.

7.4 Joint Use of Parking Lot at Tarver Indoor Neighborhood Recreation Center.

The District and City will jointly utilize the parking lot at the Tarver Indoor Neighborhood Recreation Center.

VIII. PUBLIC OPERATING HOURS OF THE INDOOR NEIGHBORHOOD RECREATION CENTER

8.1. The City's year-round operating hours for the Indoor Neighborhood Recreation Center Facility shall be as follows:

<u>Days</u>	<u>Hours</u>
Tuesdays thru Fridays	3:30 p.m. thru 10:30 p.m.
Saturdays	12:00 p.m. thru 11:00 p.m.

8.2. The City reserves the right to change or extend the operating days or hours during the summer months.

8.3. The City reserves the right to change or extend the operating hours during the District's School Year of the non-gymnasium areas. Such a change shall be communicated to the District through the Joint-Use Committee. Such a change to the operating hours of the facility shall not conflict with the District's joint-use as outlined in this agreement.

IX. OPTION TO WITHDRAW

9.1. As of the date of this agreement, neither party shall have the option to withdraw from this Agreement except by written consent of the other party. Such written consent must be submitted to either party at least sixty (60) days prior to such a date. Both parties must consent to the withdrawal through action by the District's Board of Trustees and the City's City Council.

X. SAFETY

10.1. District and City hereby agree and pledge that each shall fully comply with all established safety standards applicable to operation and use of the indoor neighborhood recreation center. The City shall post such information signs as necessary to inform users of rules, regulations, governmental codes, and ordinances. During their respective use and joint-use periods, City and District agree to enforce such rules and regulations. It is understood and agreed that the parties presently employ both commissioned peace officers and security personnel sufficient for the security needs of the facility during special events. District and City agree that any additional security for specified events shall be the cost of the party using or leasing the facility.

XI. INSURANCE AND NON-INDEMNIFICATION

11.1. City, at its own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without a retention, or a self-insurance program, allowed and provided by law, to Texas municipalities, which shall cover liability for property damage and personal injury pursuant to City's use and ownership of the facility.

11.2. District, at its own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without a retention, or a self-insurance program, allowed and provided by law, which shall cover liability for property damage and personal injury pursuant to District's use of the facility.

11.3. City and District shall each be liable for their own acts of negligence, to the extent provided in law.

XII. DEFAULT

12.1. The parties hereto shall be entitled to written notice of default. Absent a cure of default satisfactory to the notifying party, that party may, at the conclusion of ninety (90) days from the receipt of notice, declare default, and both parties shall be entitled to their respective rights and remedies under contract and law.

XIII. ASSIGNMENT

13.1. This agreement shall not be assignable by either party unless written authorization is first obtained from the other party.

XIV. SEVERABILITY

14.1. If any clause or provision of this agreement is illegal, invalid unenforceable under present or future laws effective during the term of this agreement, including any renewals, then and in that event, it is the intent of the parties hereto that the remainder of this agreement shall not be affected

thereby, and it is also the intent of the parties to this agreement. that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as a part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

XV. ENTIRE AGREEMENT

15.1. This agreement contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon to date, and no other agreements of prior date (other than the attached deed), oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto. It is the intent of the parties that neither party shall be bound by any term, condition or representation not herein written.

XVI. AMENDMENT

16.1. No amendment, modification or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto and approved by the governing bodies.

XVII. NON-DISCRIMINATION

17.1. Any discrimination by District or City or their agents or employees on account of race, color, sex, age, religion, handicap, or national origin, in employment practices or in the use of or admission to the indoor neighborhood recreation center facilities is prohibited.

XVIII. NOTICES

18.1. Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

The District

Superintendent
Laredo Independent School District
1703 Houston
Laredo, Texas 78041

The City

City Secretary
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

XIX. TEXAS LAW TO APPLY

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

XX. FORCE MAJEURE

20.1. Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason for force majeure either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

XXI. GENDER

21.1. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXII. CAPTIONS

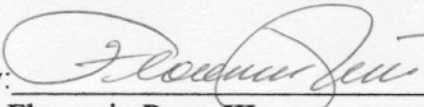
22.1 The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

XXIII. AUTHORITY

23.1. The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their governing bodies.

WITNESS, the signatures of the parties hereto in duplicate originals this the 17th day of November, 1997.

City of Laredo, a municipal corporation

By: 
Florencio Pena, III
City Manager

APPROVED BY CITY COUNCIL ON 11/17/97
Res. 97-R-146 Rosalinda D'Harge

ATTEST:

Gustavo Guevara, Jr.

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Jaime L. Flores

Jaime L. Flores
City Attorney

LAREDO INDEPENDENT SCHOOL
DISTRICT

By *Graciela C. Ramirez*
Graciela Ramirez
Superintendent

Armando X. Lopez

Armando X. Lopez
President
Board of Trustees

ATTEST:

APPROVED AS TO FORM:

John Kayser
School District Attorney