

**INTERLOCAL AGREEMENT
BETWEEN WEBB COUNTY
AND UNITED INDEPENDENT SCHOOL DISTRICT
FOR THE USE OF THE CASA BLANCA GOLF COURSE FACILITIES**

This Agreement made and entered into by and between Webb County, a political subdivision of the State of Texas, acting through its County Judge, as authorized by its Commissioner Court, hereinafter referred to as "County" and the United Independent School District, a political subdivision of the State of Texas, acting by and through its Superintendent as authorized by its School Board, hereinafter referred to as "UISD," pursuant to Chapter 791, Texas Government Code, Inter-local Cooperation Act.

WITNESSETH

WHEREAS, County and UISD are political subdivisions of the State of Texas; and

WHEREAS, County operates the Webb County Casa Blanca Golf Course, and

WHEREAS, UISD has requested permission to use the Webb County Casa Blanca Golf Course facilities in order to provide a facility where student athletes can practice and learn the game of golf, and

WHEREAS, said UISD participating schools and teams are Alexander High School (boys and girls), LBJ High School (boys and girls), United High School (boys and girls), and United High School (boys and girls); and

WHEREAS, County and UISD desire to contract to continue to efficiently and effectively provide such extra-curricular educational services for the students in our community; and

WHEREAS, on March 13, 2017, Webb County Commissioner's Court approved that Webb County and UISD to enter into a formal agreement and adopted a fee schedule for UISD; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows;

**I.
REQUIREMENTS OF UISD**

UISD coaches and student athletes will follow the following Range Rules of the Webb County Casa Blanca Golf Course:

1. Range practice is limited to 2 days a week upon availability.
2. Each team will consist of 8 members.
3. Only 3 hitting stations will be allowed per team.
4. Coaches must be present at the range with the players.
5. Coaches must pick up all range baskets.

**II.
REQUIREMENTS OF WEBB COUNTY**

The Webb County Casa Blanca Golf Course will provide the following services:

1. Approximately 200 range balls (1 jumbo basket for boys and 1 jumbo basket for girls) will be provided.
2. Additional range balls will be available for purchase at half price.
3. The Golf Course will be available Monday Through Friday upon availability of a tee time.
4. There will be no limit as to the number of UISD teams allowed on the Webb County Casa Blanca Golf Course at one time.

**III.
COMPENSATION**

In consideration of the providing of the above services by Webb County, UISD shall pay Webb County ONE THOUSAND DOLLARS (\$1,000.00) per Varsity Team for a total amount of EIGHT THOUSAND DOLLARS (\$8,000.00) during the term of this agreement.

**IV.
TERM OF AGREEMENT**

Unless sooner terminated as hereinafter provided, the terms of this Agreement shall commence on October 1, 2017 and end on April 30, 2018. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice by either party. If the Agreement is terminated, UISD will be refunded any amount previously paid, on a prorated basis by County, within ten (10) calendar days of the termination of this Agreement.

**V.
APPLICABLE STANDARDS**

In performing the services under this Agreement, County and UISD shall observe and comply with all applicable state laws, rules, and regulations affecting the services to be provided hereunder.

**VI.
INSURANCE AND INDEMNIFICATION**

The County and UISD, at their own expense, shall provide and maintain, during the term of this Agreement, adequate minimum insurance coverage as required by law, with or without retention, or a self-insurance program, which shall cover liability for property damage and personal injury arising from the use of the Webb County Casa Blanca Golf Course.

To the extent allowed by law, the parties agree to defend and indemnify each other and their employees, trustees, and agents for claims, causes of action, costs, damages, including personal injury damages, losses and expenses, including reasonable attorneys' fees. This provision shall survive termination or expiration of this Agreement.

**VII.
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties for the services to be provided hereunder, and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreement altering or supplementing the terms hereof may be made except by means of written document(s) signed by the duly authorized representatives of the parties hereto.

**VIII.
GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well, as the rights of the parties hereunder shall be governed by the law of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas.

**IX.
NOTICES**

Any notice required hereunder shall be in writing and hand delivered or mailed to the respective parties as follow:

To: WEBB COUNTY

To: UISD

Tano E. Tijerina
Webb County Judge
1000 Houston St.
Laredo, Texas 78040

Mr. Roberto J. Santos
Superintendent of Schools
United Independent School District
201 Lindenwood Drive
Laredo, Texas 78045

**X.
PARTIAL INVALIDITY**

If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, shall, for any reason, be held by a Court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

**XI.
NON-DISCRIMINATION**

Any discrimination by the County or UISD or their agents or employees on account of race, color, sex, age, religion, handicap, or national origin in the use of the Webb County Casa Blanca Golf Course is prohibited.

**XII.
FORCE MAJEURE**

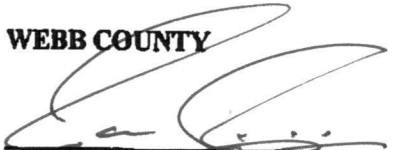
Neither party to this Agreement shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, 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 or 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.

**XIII.
AUTHORITY**

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.

EXECUTED in duplicate originals this 15th day of November, 2017.


WEBB COUNTY


HONORABLE TANO E. TIJERINA
WEBB COUNTY JUDGE

**UNITED INDEPENDENT
SCHOOL DISTRICT**



ROBERTO J. SANTOS
SUPERINTENDENT OF SCHOOLS


ATTEST:


MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK



APPROVED AS TO FORM:


ALEXANDRA COLLESIDES SOLIS
DIRECTOR, WEBB COUNTY CIVIL
LEGAL DIVISION*

 for
JUAN J. CRUZ
UISD ATTORNEY *Stephen Tractman Jr.*

*By law, this county civil legal division may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Golf Course Fees approved and adopted by the Webb County Commissioners Court on March 13, 2017; item no. 16

Non-Financial Inter-Local Agreement
Passed and approved by the Webb County Commissioners Court on November 27, 2017; item no. 10e.

Casa Blanca Golf Course

High School Golf Program for 2016-2017 season

Timeline – From Oct 1, 2016 thru September 30, 2017 Year Round Golf

Price - \$2500 per school – Includes 2 Varsity Team Rosters per school maximum 16 Players.

Includes practice facility for year round use which include the (practice green, 75 yard short game area, and driving range.

Includes golf course playing privileges.

Roster for each school must be provided with a Picture, Name and Grade for each student

Practice green rules:

Please fix and repair ball marks

Replace flag back inside the cups

Pick up trash

Must use Shag balls (No Range Balls or Baskets allowed on Putting Green or 75 Yard Short Game area

Please do not damage the cups

Please walk carefully

Fill divots from chipping and pitching with sand

75 yard Short Game Practice area rules

Please do not use range balls in this area for any reason

You must shag your own practice balls

You must bring your own shag balls

Please pick up all of your trash

Please fill your divots

Driving Range Rules

Please hit in designated areas only

Please help by hitting with correct divot patterns on the Turf tee box.

Please pick up all your trash.

No outside food and drinks allowed in the Property.

No foul language please! Families and kids are around.

Please respect others.

No picking balls from the range for practice.

Range Balls must be purchase from proshop.

Please return unused balls and baskets to the proshop.

High school are allow a maximum of 3 boys and 3 girls on the driving range at one time.

Player on the driving range should already know how to putt, chip and make contact every time inside of 75 yards.

UISD and LISD will alternate days for hitting balls on the range as provided on the schedule.

Range will be closed on Monday for healing purposes to be able to provide quality turf all year long.

High school players MUST be with a coach on the driving range at all times. No Exceptions!!!

Coaches must be present for students to have privileges available to them.

Golf Course Rules

The golf course is for playing golf only! Every player shall play 1 ball under the rules of golf.

All players must get a Tee Time prior to starting their round.

Maximum for 4 students per tee time and they must be able to maintain pace of play.

No practicing on tee boxes, fairway or sand traps.

All players must respect golfers who have the right of way.

High School Students will have no charge for playing golf Monday thru Friday year round even when coaches are not present.

WHO HAS THE RIGHT OF WAY?

A 4-some that is playing at the posted pace of play.

Singles and twosomes do not have the right to play through groups if they are playing faster than the approved pace of play for a 4-some.

All players must ride together unless you have odd number in the group 3 or 5 players can have 1 single riders

All players must have their own golf clubs and bag. No sharing clubs. Rentals available at the proshop

Please Rake Bunkers

Please fill divots

Please replace ball marks

Please keep carts out of the mud and unmaintained areas of the course.

All golfers must check in with proshop before starting

No one can start on any hole other than #1 unless given direct permission from proshop staff or starter.

High school privileges are Monday thru Friday

High School Rates for Weekend Golf are available