

INTER-LOCAL GOVERNMENTAL
AGREEMENT
FOR
USE OF SWIMMING POOL FACILITIES
BETWEEN
LAREDO INDEPENDENT SCHOOL DISTRICT
AND
UNITED INDEPENDENT SCHOOL DISTRICT

This Inter-local Governmental agreement is hereby entered into on this the 20th day of August, 2003, by and between the Laredo Independent School District, a Texas political subdivision (hereinafter called "LISD"), acting by and through its Superintendent, and the United Independent School District, a Texas political subdivision (hereinafter called "UISD"), acting by and through its Superintendent.

I. PREAMBLE

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

WHEREAS, LISD and UISD agree that the joint utilization and sharing of facilities as set forth herein will provide for a wide array of opportunities to UISD and LISD students and would reflect and further the educational mission of both jurisdictions; and

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

WHEREAS, LISD and UISD are each political subdivisions located in Webb County, Texas; and

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

I. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

- 1.1 UISD agrees to allow up to (18) eighteen LISD students to temporarily use UISD's swimming pool facilities for the purpose of training for the Special Olympics swim meet. LISD's students shall be accompanied and supervised by a minimum of seven (7) LISD employees at all times that the LISD students are on UISD property. Further, at least two (2) of the supervisory employees shall possess current certification, by either the American Red Cross or the YMCA, as lifeguards, or if none of the LISD employees possess such certification from either entity, LISD shall ensure that at least two (2) persons with lifeguard certification are supervising the LISD students at all times while using the swimming pool facilities.
- 1.2 LISD's use of the swimming pool facilities shall be limited to the hours of 8:30 a.m. to 10:30 a.m., every Friday beginning on August 29, 2003 and ending on May 14, 2004.
- 1.3 It is understood and agreed that LISD is solely responsible for the supervision and safety of its students while on the property of UISD pursuant to this Agreement.

II. TERM

- 2.1 The term of this Agreement shall begin upon execution by both parties and end on May 14, 2004 or by sooner termination by either party or by force majeure as set forth herein.

III. COMPENSATION

- 3.1 LISD shall pay to UISD the amount of \$100 per month during the term of this Agreement with the first payment due on September 1, 2003.

IV. COMPLIANCE

- 4.1 LISD shall fully comply with all established laws and regulations applicable to supervision and education of its students subject to this Agreement.

V. INSURANCE AND INDEMNIFICATION

- 5.1 LISD and UISD, at their own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without a retention, or a self-insurance program, which shall cover liability for property damage and personal injury pursuant to students' use of the UISD facilities.
- 5.2 To the extent allowed by law, LISD agrees to defend and indemnify UISD for any and all claims, costs and expenses, including reasonable attorneys' fees, arising from the use of UISD's swimming pool facilities by LISD's students pursuant to this Agreement. This provision shall survive termination or expiration of this Agreement.

VI. SEVERABILITY

- 6.1 If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then 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 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.

VII. ENTIRE AGREEMENT

- 7.1 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, 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.

VIII. AMENDMENT

- 8.1 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 parties.

IX. NON-DISCRIMINATION

- 9.1 Any discrimination by LISD or UISD 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 and approved by the governing bodies.

X. NOTICES

- 10.1 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:

To the Laredo ISD

R. Jerry Barber, EdD., Superintendent of Schools
Laredo Independent School District
1702 Houston Street
Laredo, Texas 78041

To the United ISD

Mr. Oscar Rodriguez, Jr., Superintendent of Schools
United Independent School District
201 Linden wood
Laredo, Texas 78045

XI. TEXAS LAW TO APPLY

- 11.1 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.

XII. FORCE MAJEURE

- 12.1 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 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. GENDER

- 13.1 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.

XIV. CAPTIONS

14.1 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.

XV. AUTHORITY

15.1 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 on this 20th day of August, 2003.

Laredo Independent School District

APPROVED AS TO FORM:
Kazen, Meurer & Perez, LLP
Attorneys at Law

R. Jerry Barber, Ed.D.
Superintendent

By: _____
John A. Kazen
Attorney for Laredo I.S.D.

United Independent School District

APPROVED AS TO FORM:
Escamilla and Poneck, Inc.
Attorneys at Law

Oscar Rodriguez, Jr.
Superintendent

By: _____
Juan J. Cruz
Attorney for United ISD