

THE STATE OF TEXAS       §  
  §  
COUNTY OF GUADALUPE §

## INTERLOCAL COOPERATION AGREEMENT FOR JOINT USE OF PROPERTY

THIS INTERLOCAL COOPERATION AGREEMENT FOR JOINT USE OF PROPERTY is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF SEGUIN, a Texas home rule municipality ("**CITY**"), acting by and through its Mayor, City Manager or designee, and the SEGUIN INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas ("**SISD**"), acting by and through its Board of Trustees, Superintendent or designee. CITY and SISD are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WITNESSETH:

**WHEREAS,** the Texas State Legislature has authorized the use of interlocal cooperation agreements between and among governmental entities; and

**WHEREAS,** this Interlocal Cooperation Agreement ("**Agreement**") is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to the authorization by CITY and SISD to use various properties jointly for the purpose of providing recreational, cultural, educational, and athletic opportunities for all residents of the City of Seguin and the Seguin Independent School District; and

**WHEREAS,** CITY and SISD find that the performance of this Agreement is in the common public interest of both Parties, and that the services provided by each Party compensates for the use of the facilities and property identified in **EXHIBIT "A"** (SISD DESIGNATED FACILITIES), **EXHIBIT "B"** (CITY DESIGNATED FACILITIES), and **EXHIBIT "C"** (STARCKE PARK GOLF COURSE), and mutual services as identified in **EXHIBIT "D"** (JAMMIN' AFTER-SCHOOL ADVENTURES FOR ME PROGRAM), and **EXHIBIT "E"** (JUST FOR KIDS SUMMER DAY CAMP PROGRAM), copies of which are attached hereto and incorporated herein for all purposes; and

**WHEREAS,** CITY and SISD, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefore only from current revenues legally available to such Party, if necessary; and

**WHEREAS,** CITY and SISD agree that SISD Designated Facilities and CITY Designated Facilities shall be used for the purpose of providing recreational, cultural, educational, and athletic opportunities for the residents of the City of Seguin and the Seguin Independent School District, for joint use by CITY and SISD, with CITY and SISD having the use as set out herein.

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual agreements contained herein, the Parties hereto do hereby agree as follows:

**I.  
AGREEMENT**

- A. This Agreement shall supersede all previous agreements between SISD and the CITY regarding the same subject matter. This Agreement will be reviewed annually.
- B. CITY and SISD agree, under the terms and conditions provided herein, to permit for joint use of SISD Designated Facilities and CITY Designated Facilities for recreational, cultural, educational, and athletic activities for the mutual benefit of the Parties.
- C. Notwithstanding anything herein to the contrary, a material part of the consideration to CITY and SISD for entering into this Agreement is the commitment by SISD and CITY to allow each Party to utilize the designated facilities of the other Party for recreational, cultural, educational, and athletic activities.
- D. CITY and SISD will be responsible for all costs for electric utilities associated with their respective designated facilities covered by this Agreement for recreational, cultural, and athletic activities, in accordance with the terms of this Agreement, except as may be otherwise provided herein. Also, CITY and SISD shall be responsible for maintaining each of the facilities under their respective custody and control free of litter, trash, overgrowth, or any other natural or manmade conditions which would diminish the quality of property or impair its public purpose.
- E. CITY and SISD mutually agree to waive all cost recovery fees in the interest of providing the highest and best service with the least possible expenditure of public funds for the residents of Seguin. If either Party determines that it is necessary to provide on-site supervision in addition to the supervision provided by the Party using the other Party's facility during the term of this Agreement, then the Parties shall agree on an appropriate fee to provide the additional on-site supervision.
- F. Within thirty (30) days of the Effective Date of this Agreement, the Parties shall establish a grievance protocol in order to better handle any issues that arise with the activities contemplated herein.

**II.  
CITY USE OF SISD DESIGNATED FACILITIES**

- A. SISD will make available to CITY for community recreational, cultural, educational, and athletic activities all SISD Facilities listed in EXHIBIT "A" (SISD DESIGNATED FACILITIES). These SISD Facilities are to be selected by the City Manager or designee subject to approval of the Superintendent of SISD or designee.
- B. CITY may utilize the gymnasiums, cafeteriums (excluding food preparation areas), classrooms, and outdoor areas of SISD Designated Facilities provided that the use does not interfere with the normal operational use of facilities for school purposes, or which would otherwise interfere with their lawful public purpose. In the event of any scheduling conflict with SISD, SISD has, at any time, priority use of SISD Designated Facilities.

- C. CITY scheduling of use of the SISD Designated Facilities shall be made at the campus level or through the designated administrative contact. CITY shall be responsible for providing adequate supervision of the activity or activities taking place at SISD Designated Facilities.
- D. During periods of unscheduled SISD and CITY use, SISD Designated Facilities will be available for non-profit organizations and general public use pursuant to SISD policies.
- E. During times of scheduled usage, CITY shall be responsible for keeping SISD Designated Facilities in a clean condition free of accumulation of dirt, rubbish, and obstructions that may prohibit or impede the use of the facilities for their intended purpose.
- F. CITY shall utilize SISD Designated Facilities in an as-is condition.
- G. SISD shall have the sole duty and responsibility for repair of any permanent improvements owned by SISD.

### **III. SISD USE OF CITY DESIGNATED FACILITIES**

- A. CITY will make available to SISD for school events, meetings, activities, athletics, and programs all CITY Facilities listed in EXHIBIT "B" (CITY DESIGNATED FACILITIES) and EXHIBIT "C" (STARCKE PARK GOLF COURSE). These CITY Designated Facilities are to be selected by the Superintendent or designee subject to approval of the City Manager or designee.
- B. SISD may utilize City Designated Facilities, provided that the use does not interfere with the normal operational use of facilities for CITY purposes, or which would otherwise interfere with their lawful public purpose. In the event of any scheduling conflict with CITY, CITY has, at any time, priority use of CITY Designated Facilities.
- C. SISD scheduling of CITY Designated Facilities shall be made at the CITY department level. SISD shall be responsible for providing adequate supervision of the activity or activities taking place at CITY Designated Facilities.
- D. During periods of unscheduled CITY and SISD use, CITY Designated Facilities will be available for non-profit organizations and general public use pursuant to CITY departmental policies.
- E. During times of scheduled usage, SISD shall be responsible for keeping CITY Designated Facilities in a clean condition free of accumulation of dirt, rubbish, and obstructions that may prohibit or impede the use of facilities for their intended purpose.
- F. SISD shall utilize CITY Designated Facilities in an as-is condition.
- G. CITY shall have the sole duty and responsibility for repair of any permanent improvements owned by CITY.
- H. See EXHIBIT "C" regarding SISD use of the Starcke Park Golf Course.

**IV.**  
**GENERAL REQUIREMENTS APPLICABLE TO SISD AND CITY**

The following subparagraphs shall apply to CITY's use of SISD's facilities or SISD's use of CITY's facilities:

- A. (1) IMMUNITY: Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either Party under the Texas Civil Practice and Remedies Code § 101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor SISD waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- (2) INSURANCE: During the term of this Agreement, and any extensions thereof, CITY / SISD agrees to obtain and maintain, at its sole expense, general liability insurance to protect against potential claims arising out of CITY's / SISD's use of the property and facilities designated on the Exhibits attached hereto. CITY shall furnish SISD and SISD shall furnish to CITY proof of insurance in accordance with this Paragraph within sixty (60) days from the date of execution of this Agreement. Nothing contained herein shall be construed to grant any third-party rights or waive the governmental and/or public purpose of the operation or use of any of SISD Facilities or CITY Facilities. SISD / CITY may have insurance for liability, if permitted by State law.
- B. THIRD PARTIES: This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either CITY or SISD unless such a basis exists independent of this Agreement under State or federal law.
- C. NOTICE: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours of the Party to whom such communication is directed, or upon receipt when sent by 1) United States registered or certified mail, return receipt requested, postage prepaid, or 2) established express or overnight delivery service that maintains delivery records (e.g., USPS, UPS or FedEx) to the appropriate one of the following addresses as may be designated by the appropriate Party; however, each Party has a right to designate a different address by giving the other Party fifteen (15) days prior written notice of such designation:

If to SISD:

Dr. Veronica Vijil, Superintendent  
Seguin Independent School District  
1221 East Kingsbury St.  
Seguin, Texas 78155

If to CITY:

Steve Parker, City Manager  
City of Seguin  
205 N River St.  
Seguin, Texas 78155

- D. **MANAGEMENT AUTHORITY:** During the term of this Agreement, and any extensions thereof, CITY agrees to provide adequate police and fire protection and other necessary emergency services for the subject facilities at all times and shall especially guard the property from abuse through vandalism or wanton destruction. CITY and SISD agree that during the exercise of rights under this Agreement, occupancy shall be exclusive to the Parties. Each Party shall have the right to remove and/or control occupancy of each other's premises as to third parties or the general public. CITY shall perform and exercise all rights, duties and functions and services in compliance with all applicable Federal, State and local laws and regulations. CITY, in joint cooperation with SISD, may establish necessary rules and regulations as may be required to ensure the safe and orderly operation of recreational programs and the subject facilities, provided that any such rules and regulations do not conflict with CITY or SISD policy or state and federal law.
- E. **CLAIMS AGAINST PARTIES:** Each Party shall be responsible for defending and/or disposing of all causes arising against the respective Party as a result of its use or occupation of the subject facilities and property. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor SISD waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- F. **TERM:** The term of this Agreement shall be for a period of 1 (one) year commencing on the date first written above, and shall be reviewed after the first six-month period. If any changes need to be made to the Agreement upon the six-month review, including changes related to the City Designated Facilities or SISD Designated Facilities, CITY and SISD agree to work together to enter into an amendment to this Agreement. Thereafter, the Agreement shall be reviewed annually and shall be renewed automatically from year to year unless terminated sooner by either Party in accordance with the terms herein.
- G. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- H. **SEVERABILITY:** In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.
- I. **AUTHORITY:** The undersigned officers and/or agents are authorized to execute this contract on behalf of the Parties hereto, and each Party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

- J. CITY / SISD shall promptly report to SISD / CITY any defects or dangerous conditions it discovers on or concerning SISD / CITY property and shall cease any such use until such defect or condition is repaired or cured, provided SISD / CITY shall not have an obligation to repair or cure any such defect of condition.

## **V. TERMINATION**

Any Party may terminate this Agreement with or without cause, by giving ninety (90) days prior written notice of the date of termination to the other Party. This Agreement may be terminated in whole or in part and will apply only to the properties so identified in the notice of termination. Upon termination, all permanent improvements and personal property shall remain the property of the Party originally constructing or otherwise paying for the same.

## **VI. REMEDIES**

No right or remedy granted or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

## **VII. APPLICABLE LAW**

This Agreement is governed by the laws of the State of Texas; any venue for any action shall be in Guadalupe County.

## **VIII. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the successors, executors, administrators and assigns of the Parties to this Agreement and affects the use of land and shall run with the land. Neither CITY nor SISD shall assign, sublet, subcontract or transfer this Agreement without the written consent of the other Party. No assignment delegation or duties or subcontract under this Agreement shall be effective without the prior written consent of the other Party.

## **IX. RECITALS AND ATTACHMENTS**

The recitals and attachments to this Agreement are incorporated herein for all purposes as if set out herein verbatim.

**X.  
EXECUTION**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED between the Parties on the date first written on page 1 above.

By: \_\_\_\_\_  
City Manager – City of Seguin

By: \_\_\_\_\_  
Superintendent – Seguin Independent School District

## **EXHIBIT “A”**

### **SISD DESIGNATED FACILITIES**

The City of Seguin Parks and Recreation Department shall have use rights to and be responsible for the following sites during such use:

- |          |                                    |
|----------|------------------------------------|
| Site 1.  | W B Ball Early Childhood Center    |
| Site 2.  | Jefferson Elementary School        |
| Site 3.  | Koennecke Elementary School        |
| Site 4.  | McQueeney Elementary School        |
| Site 5.  | Patlan Elementary School           |
| Site 6.  | Rodriguez Elementary School        |
| Site 7   | Vogel Elementary School            |
| Site 8.  | Weinert Elementary School          |
| Site 9.  | Jim Barnes Middle School           |
| Site 10. | A.J. Briesemeister Middle School   |
| Site 11. | Seguin High School                 |
| Site 12. | Irma Lewis Outdoor Learning Center |
| Site 13. | Seguin Alternative School          |
| Site 14. | Mercer-Blumberg Learning Center    |



## **EXHIBIT “B”**

### **CITY DESIGNATED FACILITIES**

The Seguin Independent School District shall have use rights to and will be responsible for the following sites during such use:

- Site 1: Max Starcke Park East (including the Wave Pool)
- Site 2: Starcke Park Golf Course (see Exhibit “C”)
- Site 3: “Smokey” Joe Williams Field
- Site 4: Seguin Softball 4-Plex
- Site 5: Seguin-Saegert Pickleball Complex
- Site 6: Seguin Events Complex (including the Seguin Coliseum)
- Site 7: Park West
- Site 8: Manuel C. Castilla Park

## **EXHIBIT "C"**

### **STARCKE PARK GOLF COURSE**

#### **CITY DESIGNATED FACILITIES**

The Seguin Independent School District shall have use rights to and will be responsible for the following sites during such use:

- A. Free High School Team play is limited to after 1:00 p.m., Monday through Thursday for the entire school year and summer. Free Junior High School Team play is limited to after 1:00 p.m., Monday through Thursday from February through April.
- B. A maximum of 20 participants from the High School Team and a maximum of 20 participants from the Junior High School Team each school year are included as part of the Agreement. All participants' names shall be submitted to the Golf Pro each semester. A participants' name must be listed as a Team Member to be afforded free play as described above. More participants can be added upon written request to the Golf Course Manager.
- C. Team members may play during restricted hours and months for a \$4.00 surcharge. This is subject to change after the renovation of the golf course.
- D. Junior High School Team members must be supervised by a school official or adult unless permitted to do so by the Pro Shop staff.
- E. Coaches and/or appropriate District personnel will supervise all range practice and will ensure that novice players are restricted to the practice areas.
- F. Teams shall reserve tee times in advance. Otherwise, play time shall be accommodated at the Pro Shop's discretion.
- G. Teams shall display proper golf etiquette at all times and should allow paying customers to play through.
- H. Team coaches shall be entitled to free play and be allowed to use golf carts for play and coaching at no cost depending on cart availability.
- I. City will create an ex-officio position on the Golf Course Advisory Board for the Team Head Coach.

## EXHIBIT "D"

### **JAMMIN' AFTER-SCHOOL ADVENTURES FOR ME PROGRAM**

#### **SISD DESIGNATED FACILITIES**

##### I. BASIC SERVICES

###### A. CITY shall provide the following:

1. Staff to supervise and conduct activities for enrolled children in the Jammin' After-School Adventures For Me Program (the "**After-School Program**");
2. Training for all staff, including first-aid, CPR and security/safety;
3. Recreational supplies for games and activities;
4. Light snack items;
5. A "first-aid" kit for each SISD Designated Facilities campus as listed on Exhibit A to this Agreement
6. Any other aspect of the After-School Program, other than as set forth in paragraph 2 below, including but not limited to staffing, After-School Program delivery, equipment, and supplies.

###### B. SISD shall provide the following:

1. Facilities (gym, playground and cafeteria); limited to a maximum of eight (8) school campuses (to be designated by SISD, at its sole and absolute discretion);
2. Storage space at each such building for program supplies and snack items (including, where possible, refrigerator space).

##### II. FUNDING AND COSTS

CITY shall pay all customary and usual out-of-pocket expenses incurred in the After-School Program out of the fees charged; however, in no event shall SISD be liable for any normal After-School Program expense other than that incurred in providing the facilities under paragraph B (1) and (2) above, including the cost of electricity. Each party paying for functions or services shall make those payments from current revenues available to the paying party.

##### III. PERSONNEL

CITY shall maintain a ratio of one instructor to every 12 students with a 10-student minimum per school campus. Participant waitlists and/or After-School Program

cancellations may occur due to limited staffing. All volunteers and employees shall be given and pass a "criminal history check" before being allowed to begin any duties on a campus. All employees shall also be given and pass a drug screen before being allowed to begin any duties on a campus.

#### IV. MISCELLANEOUS PROVISIONS

- A. The curriculum shall emphasize psychomotor skills and cooperation. Activities promoting "self-help" and survival skills will be encouraged to allow children to expend their physical and creative energies. Games and activities will be suitable for students' skill levels and are organized for maximum participation.

## **EXHIBIT "E"**

### **JUST FOR KIDS SUMMER DAY CAMP PROGRAM**

#### **SISD DESIGNATED FACILITIES**

##### **I. BASIC SERVICES**

###### **A. CITY shall provide the following:**

1. Camp Counselors to supervise and conduct activities for enrolled children from 6 through 11 years of age;
2. Training for all camp counselors, including training in first-aid, CPR and security/safety;
3. Recreational supplies for games and activities;
4. A "first-aid" kit/supplies for each SISD Designated Facilities campus where the Summer Day Camp Program is be held.
5. Reimbursement to SISD for bus transportation cost.

###### **B. SISD shall provide the following:**

1. Facilities (gym, cafeteria, walking track, restrooms, tennis courts/basketball goals, and classrooms);
2. Storage space at each such building for program supplies;
3. Bus transportation to scheduled field trips (contracted service).

##### **II. FUNDING AND COSTS**

CITY shall pay all customary and usual out-of-pocket costs and expenses incurred in the normal operation of the Summer Day Camp Program; however, in no event shall SISD be liable for any expense other than that incurred in providing the facilities under paragraph B (1) and (2) above, including the cost of electricity. Each party paying for functions or services shall make those payments from current revenues available to the paying party.

##### **III. PERSONNEL**

All volunteers and employees shall be given and pass a drug screen and a "criminal history check" before being allowed to begin any Summer Day Camp Program duties.