

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

DEPARTMENT: Parks and Recreation

AGENDA DATE: April 3, 2018

CONTACT PERSON/PHONE: Tracy Novak, Director (212-1708)

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL:

Goal 4 – Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments

SUBJECT:

A resolution to approve a 2nd Amendment to the Inter-Governmental Agreement with Ysleta Independent School District for Thomas Manor Park, to allow for a portion of the park to be used by the school during school operating hours.

BACKGROUND / DISCUSSION:

The proposed resolution presents a 2nd Amendment to the Inter-Governmental Agreement with YISD that allows for joint use of the park, which is adjacent to Thomas Manor Elementary. The purpose of the Amendment is to identify the specific portion of the park that will be fenced and controlled by YISD during school operating hours. YISD has previously committed to funding 50% of the improvements to the sport court surfaces they would use. This Amendment is consistent with past use of the park and other joint use agreements of similar nature with YISD.

PRIOR COUNCIL ACTION:

August 2017 – City Council during Budget Hearings authorized funding to match Ysleta Independent School District to improve the sport courts located at Thomas Manor Park, in conjunction with construction by EPWU.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: T. Novak

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, a Second Amendment to Inter-Governmental Agreement between the City of El Paso (the "City") and the Ysleta 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 YISD normal facility operations, by modifying the scope of use of Thomas Manor Park, in accordance with the provisions of the Agreement.

APPROVED this the _____ day of _____, 2018.


CITY OF EL PASO

Dee Margo, Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Tracy Novak, Director
Parks and Recreation Department

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

This Second Amendment to the Inter-Governmental Agreement (hereinafter "Agreement") is made this the _____ day of _____, 2018, by and between the City of El Paso, a home rule municipal corporation (hereinafter "CITY") and the Ysleta Independent School District (hereinafter "YISD").

WHEREAS, on August 28, 2012, the CITY entered into an Inter-Governmental Agreement with YISD to enhance the quantity and quality of recreational and athletic programs and services by sharing facilities within both organizations; and

WHEREAS, YISD seeks to amend the Agreement as it pertains to Thomas Manor Park ("Park"), one of the facilities owned by the City and covered by the Agreement as listed in **Attachment "A"** and Thomas Manor Elementary School ("School"), one of the facilities owned by YISD and covered by the Agreement as listed in **Attachment "B"**;

WHEREAS, YISD requests to fence in a portion of Park described in **Attachment "E"** that abuts the School and to use the fenced in portion of the Park as an extension of the School's recreational and athletic programs during the school year (September-May); and

WHEREAS, City and YISD now desire to amend the Inter-Governmental Agreement as follows.

NOW, THEREFORE, CITY AND YISD HEREBY AGREE TO AMEND THE EXISTING AGREEMENT BETWEEN THEM UNDER THE FOLLOWING TERMS AND CONDITIONS:

1.0 CONSIDERATION

1.1 As consideration for enclosing a portion of the Park, YISD at its sole expense, will construct the fence to enclose the area. YISD shall also provide fifty percent (50%) of the cost to install the hardcourt surfaces for the Basketball and Fustal courts located within the Park depicted in **Attachment "E"**.

1.1-1 All costs incident to construction of the fence, including the costs of plans and site preparation and all other related costs, shall be at the expense of YISD. The City shall bear no expense for any costs directly or indirectly related to the construction of the fence.

1.1-2 It is understood and agreed that all plans for the site location, site preparation and details of construction will be submitted to the City Director of the Parks and Recreation Department for review and written approval.

1.2-3 Following the construction of the fence, the fence shall become the property of the City.

2.0 JOINT USE:

- 2.1 YISD shall have sole use of the enclosed area for recreational and athletic activities during any day when school is in session during school hours (7:00 a.m. to 3:30 p.m.)
- 2.2 Subject to the exclusive use provision set out in the preceding paragraph, the City and YISD agree that the enclosed area will be available for public use and for City programming during non-school hours on school days and all days when school is not in session.
- 2.3 YISD's use of the enclosed area during any other days or times other than those specified here requires the prior written approval of the Director of the Parks and Recreation Department or designee.

3.0 MAINTENANCE:

- 3.1 YISD understands and agrees to provide litter control for each scheduled school day, in the morning, as needed, and at the end of the school day.
- 3.2 YISD shall allow the City access to the enclosed area to make repairs and perform maintenance. If a critical repair is required within the enclosed area (e.g. irrigation repair, fallen tree, etc.), the City shall be given access and YISD is responsible to keep students out of the area until repairs are complete.
- 3.3 The City will notify YISD no less than (4) working days' prior of needing access to conduct routine maintenance of the area.
- 3.4 YISD agrees to notify the City when they first become aware of any substandard condition during their period of use.
- 3.5 YISD understands and agrees to reimburse the CITY for cost of any repair to the enclosed area including the fence, occasioned by excessive damage arising from YISD's use of the enclosed area, as determined to be reasonable necessary in the judgement of the Director of the Parks and Recreation Department.

4.0 Except as amended herein, the Agreement between the City and YISD shall remain in full force and effect.

(Signatures Follow on Next Page)

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

EXECUTED this ____ day of _____, 2018.

CITY OF EL PASO

Dee Margo, Mayor

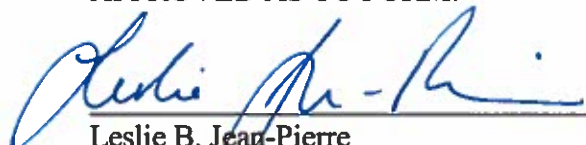
ATTEST:

Laura D. Prine
City Clerk

**YSLETA INDEPENDENT SCHOOL
DISTRICT**

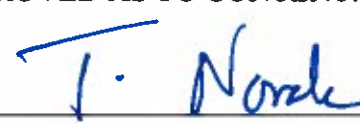
By: _____
Name Printed: _____
Title: _____

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Tracy Novak, Director
Parks & Recreation Department

ATTACHMENT "E"

