

Memorandum of Understanding by and between
The County of El Paso, Texas
And
Loretto Academy

This Memorandum of Understanding ("MOU") constitutes an agreement between Loretto Academy (herein referred as "Loretto") and El Paso County, a political subdivision of the State of Texas, on behalf of its Parks and Recreation Department (herein referred to as "Ascarate Golf Course" or "County"), for the use of the Ascarate Park Golf Course for school practice and tournaments. In consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. Permissible Fees: Pursuant to Chapter 316, Local Government Code, the County has authority to collect fees for the use of County recreational facilities and services, and for the rental of County recreational supplies provided in conjunction with the use of County recreational facilities or services, and because golf does not require teams in order to be properly played and is properly played individually the Golf Course located at Ascarate Park is not a team sports facility as described in Chapter 316, and, therefore, the County may collect fees from Loretto for the use of the Golf Course and its services, or the rental of its supplies.

2. Term: The term of this MOU is from October 1, 2020 through May 31, 2021.

3. Termination: This MOU will terminate automatically at the end of its term, but may be terminated by either party at any time by giving the other party thirty (30) days' written notice.

4. Program format: Loretto shall conduct practice sessions and school tournaments during the MOU's term.

5. Ascarate Golf Course agrees to:

- a. Provide a reasonably sufficient amount of range balls for practice.
- b. Provide access to the Golf Course for regular play during County business hours, excluding weekends. All other paying customers take priority over school teams for practice tee times.
- c. Provide one (1) 2-passenger golf cart for use by the team coach to monitor course play (excludes driving range use).
- d. Provide available dates for tournament(s).
- e. Provide per tournament:
 - i. One (1) small range bucket per player, and
 - ii. One (1) 2-passenger golf cart for coach use only.
- f. Provide additional golf carts for a rental fee from the County Pro-Shop.

6. Loretto agrees to:

- a. Be responsible for scheduling practice sessions and tournaments with Ascarate Golf Course.
- b. Be responsible for returning the Golf Course to the condition found, which includes repairing and sanding divots and ball marks throughout the Golf Course, including the driving range.
- c. Be responsible for its players and coaches observing all the rules and regulations of the Golf Course.
- d. Be responsible for its players and coaches adhering to the pace of play set by County Pro-Shop staff.
- e. Be responsible for payment to the County for annual practice fees at a pay rate of \$1,500.00 per high school golf teams (includes boys and girls) and \$400.00 per middle school golf teams (includes boys and girls).
- f. Be responsible for payment to the County for tournaments at a pay rate of \$15.00 per player per tournament.
- g. Be responsible for payment of fees to the County, and pay annual practice fee payments to the County by no later than December 13, 2020. All payments shall be made payable to the County of El Paso, Texas and directed to the County Auditor-Treasury Division at 800 East Overland, Rm. 406, El Paso, Texas 79901.

SIGNATURES FOLLOW ON NEXT PAGE

Loretto Academy

By: _____

Date: _____

El Paso County, Texas

By: Ricardo A. Samaniego

El Paso County Judge

800 E. Overland, Suite 300

El Paso, TX 79901

Date: _____