

Memorandum of Understanding by and between
The County of El Paso, Texas
And
El Paso Community College
(Golf Lessons)

This Memorandum of Understanding (herein referred to as "MOU") constitutes an agreement between El Paso County Community College District (herein referred to as "EPCC") 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"). In consideration of the mutual promises hereinafter contained, the parties agree as follows:

- 1. Term:** The term of the agreement is September 1, 2022 through May 31, 2023.
- 2. Termination:** This MOU will be terminated automatically at the end of its term, but may be terminated by either party at any time by giving the other party 30 days' written notice.
- 3. Program format:** EPCC shall offer Golf Courses to its students through this Memorandum of Understanding for all ages, including minors, during the term mentioned above.
- 4. Ascarate Golf Course agrees to:**
 - a. Assign an Ascarate Golf Course PGA Professional to instruct the classes offered and pay his wages.
 - b. Be responsible for the location of the classes.
 - c. Provide a good level of instruction to the EPCC students enrolled in the classes.
 - d. Provide a healthy and safe environment for the students enrolled in the classes.
 - e. Be responsible for expenses incurred in the offering of the classes, with the exception of range balls. EPCC students are responsible for the purchase of their range balls.
 - f. Have the Ascarate Golf Course PGA Professional provide EPCC with completed attendance rosters at the end of each class.
- 5. EPCC agrees to:**
 - a. Schedule youth and adult classes, after discussion with the Ascarate Golf Course PGA Professional, each scheduled class shall consist of at least 4 students.
 - b. Be responsible for performing background checks on Ascarate Golf Course PGA Professional, as required.
 - c. Be responsible for handling all registrations for the classes.
 - d. Be responsible for setting up a fee for the classes.
 - e. Be responsible for advertising the classes in the EPCC Continuing Education Schedule.
 - f. Be responsible for payment to the County for the classes at the Pay Rate of \$40.00 per youth student and \$64.00 per adult student registered in the course. All payments should 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.
- 6. Confidentiality:** All activities, communications, and use of data under this MOU shall be in full compliance with the Family Educational Rights and Privacy Act (FERPA).
- 7. Joint Employment:** This MOU shall not constitute, create, give effect to or otherwise imply a joint venture, partnership, or joint-employer relationship of any kind. EPCC and the County are independent parties and neither shall act as an agent for or partner of the other for any purpose, and the employees of one shall not be deemed the employees of the other.

El Paso County Community College District

By: William Serrata, PhD
President
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El Paso, TX 79925
Date:

El Paso County, Texas

By: Ricardo A. Samaniego
El Paso County Judge
800 E. Overland, Suite 300
El Paso, TX 79901
Date: