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**El Paso County  
Agenda Item Details**

**Item Title:** Parks and Recreation/Ascarate Golf Course / Immanuel Christian School / School Practice and Tournament / YR 2024-2025 (2024-0979)

**Submitted By:** Timothy Fulton, Interim Director

**Department:** Parks and Recreation

**Department Phone Number:** 915-771-2380

**Subject:** Approve and authorize the County Judge to sign the Memorandum of Understanding by and between the County of El Paso, Texas and Immanuel Christian School for the use of the Ascarate Park Golf Course for school practice and tournaments from December 15, 2024, through May 31, 2025, at a rate of \$1,375 for annual practice fees per school golf team, and tournaments at a rate of \$21 per player per tournament. Funds will be deposited in GF-GOLFCOURSE-GREEN FEES. (Contract No. 2024-0979)

**Background:** El Paso County wishes to provide use of the Ascarate Golf Course for Immanuel Christian Schools student's golf practice and tournaments.

Contract Number: 2024-0979  
Contract Term Start: 12/14/2024  
Contract Term End: 5/30/2025  
County Attorney Opinion Number:

**Fiscal Impact:** Fiscal Impact Historical  
Immanuel Christian School will be responsible for payment of fees to the county of El Paso.

Fiscal Impact Projected  
N/A

Long Account Number: Amount:

Long Account Number: GF-GOLFCOURSE-GREEN FEES  
COGF-1000-0000000-411-70-70102-0001-00000-440712-

Amount: \$0.00

**Budget or Unbudgeted Match:**

**Recommendation:**

Approve and authorize the County Judge to sign the Memorandum of Understanding by and between the County of El Paso, Texas and Immanuel Christian School for the use of the Ascarate Park Golf Course for school practice and tournaments from December 15, 2024, through May 31, 2025, at a rate of \$1,375 for annual practice fees per school golf team, and tournaments at a rate of \$21 per player per tournament. Funds will be deposited in GF-GOLFCOURSE-GREEN FEES. (Contract No. 2024-0979)

**Prior Action:**

N/A

**Strategic Plan:**

Goal:

5. Promote Collaboration and Engagement

Objective:

**Strategic Plan Information:**

N/A

**Estimated Time Needed  
For This Item:**



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**Prior Action:**

N/A

**Strategic Plan:**

Goal:

5. Promote Collaboration and Engagement

Objective:

**Strategic Plan Information:**

N/A

**Estimated Time Needed  
For This Item:**

Memorandum of Understanding by and between  
The County of El Paso, Texas  
And  
Immanuel Christian School

This Memorandum of Understanding ("MOU") constitutes an agreement between Immanuel Christian School 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 Immanuel Christian School 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 December 15<sup>th</sup>, 2024, through May 31, 2025.

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:** Cathedral shall conduct practice sessions and school tournaments during the MOU's term. Maximum of 10 students per day Monday through Friday.

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. Immanuel Christian School 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 \$1,375.00 per school golf team. Be responsible for payment to the County for tournaments at a pay rate of \$21.00 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 31st, 2024. 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.

Immanuel Christian School

El Paso County, Texas

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: Ricardo A. Samaniego

El Paso County Judge

800 E. Overland, Suite 300

El Paso, TX 79901

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Date: \_\_\_\_\_

\_\_\_\_\_  
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El Paso County, Texas

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By: Ricardo A. Samaniego

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El Paso County Judge

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800 E. Overland, Suite 300

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El Paso, TX 79901

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