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**El Paso County  
Agenda Item Details**

**Item Title:** Parks and Rec/Ascarate Golf Course MOU/ The University of Texas at El Paso (UTEP) / Practice and Tournament / YR 2025 (2024-0988)

**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 Agreement of Cooperation between the University of Texas at El Paso (UTEP) and the County of El Paso, Texas to provide community enrichment golf lessons at the Ascarate Golf Course for the UTEP Office of Professional and Public Programs (P3) from January 1, 2025, through December 31, 2025, at a rate of \$60 per youth and \$90 per adult course participant. Funds will be deposited in GF-GOLFCOURSE-LESSONS. (Contract No. 2024-0988)

**Background:** The County of El Paso wishes to provide use of Ascarate Golf Course for UTEP student's golf practice and tournaments.

Contract Number: 2024-0988  
Contract Term Start: 12/31/2024  
Contract Term End: 12/30/2025  
County Attorney Opinion Number:

**Fiscal Impact:** Fiscal Impact Historical  
UTEP will be responsible for payment of fees to the County, and pay annual practice fee payments to the County.

Fiscal Impact Projected  
Funds will be deposited in the following Account: GF-GOLFCOURSE-LESSONS

Long Account Number: Amount:

Long Account Number: COGF-1000-0000000-411-70-70102-0001-00000-440731- Amount: \$0.00



**Budget or Unbudgeted Match:**

**Recommendation:**

Approve and authorize the County Judge to sign the Agreement of Cooperation between the University of Texas at El Paso (UTEP) and the County of El Paso, Texas to provide community enrichment golf lessons at the Ascarate Golf Course for the UTEP Office of Professional and Public Programs (P3) from January 1, 2025, through December 31, 2025, at a rate of \$60 per youth and \$90 per adult course participant. Funds will be deposited in GF-GOLFCOURSE-LESSONS. (Contract No. 2024-0988)

**Prior Action:**

Commissioners Court has approved similar contracts with UTEP, since at least 2012.

**Strategic Plan:**

Goal:

5. Promote Collaboration and Engagement

Objective:

**Strategic Plan Information:**

N/A

**Estimated Time Needed  
For This Item:**



**AGREEMENT OF COOPERATION  
BETWEEN  
THE UNIVERSITY OF TEXAS AT EL PASO  
AND  
THE COUNTY OF EL PASO, TEXAS**

This Agreement of Cooperation (“Agreement”), effective January 1, 2025, to December 31, 2025, is between The University of Texas at El Paso (“UTEP”), a Texas State Agency, Texas Institution of Higher Education and component institution of The University of Texas System, and The County of El Paso (“County”). Collectively, the entities are referred to herein as the “parties”.

**WHEREAS**, the purpose of this Agreement is to obtain the services of County as performing party to UTEP for the benefit of its Office of Professional and Public Programs (“P3”) in the “Golf Lessons” for adults (Ages 18 and older) and youth (Ages 7 through 16 year old) at Ascarate Park (“Program”), as well as establish the responsibilities of the parties pursuant to this Agreement.

**WHEREAS**, this Agreement will increase the efficiency and effectiveness of Contracting Parties.

**NOW, THEREFORE**, for and in consideration of the mutual terms and conditions set forth herein, the Parties agree as follows:

**1. The County 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 and provide the participants enrolled in the classes access to the Golf Course at no additional cost;
- c) Provide a good quality level of instruction to the participants enrolled in the classes;
- d) Provide a healthy and safe environment for all participants enrolled in the classes;
- e) Be responsible for expenses incurred in offering of the classes including range balls;
- f) Be responsible for adhering to UTEP’s Youth Protection Program policy;
- g) Have the Ascarate Golf Course PGA Professional provide completed attendance rosters at the end of each class.

**2. UTEP-P3 agrees to:**

- a) Schedule Program courses. In order to take place, each Program course requires a minimum of four (5) participants;
- b) Handle all Program registration, refunds, and cancellations;
- c) Establish the fees for Program courses and Program promotion;
- d) Notify any Program cancellation to registered participants at least three (3) days prior to the scheduled first day of course.

**3. Payments.**

- a) UTEP will remit payments to County for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act).
- b) Payment to the County for the Program shall be as follows:
  - a. \$60 per participant for youth courses
  - b. \$90 per participant for adult courses.



- c) Payments made under this Agreement (1) are based on cost recovery (2) will fairly compensate County for the services performed, and (3) will be made from current revenues available to UTEP.
- d) 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.
- e) The total amount of this Agreement will not exceed \$ 4,500.

**4. Program Course Information:** Course dates are to be determined throughout the year as mutually agreed upon with UTEP and golf professionals.

**5. Oral Representations:** No oral representations of any officer, agent, or employee of the parties shall affect or modify any obligations of either party under this Agreement.

**6. Amendments and Modifications:** No amendment or modification of this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each party.

**7. Assignment:** This Agreement may not be assigned by either party, and any attempt to do so would be null and void and have no legal effect.

**8. Performance:** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

**9. Term and Termination:** The initial term of this Agreement is from date of last signature below through December 31, 2025. This Agreement will terminate automatically at the end of the stated term. Notwithstanding the above, either party may terminate this Agreement at any time without cause, though such termination may not preclude fulfillment of due obligations which may exist at the time of termination.

**10. Warranties:** UTEP warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in [Chapter 791, Government Code](#); (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and (4) the representative signing this Agreement on UTEP's behalf is authorized by its governing body to do so.

County warrants (1) it has authority to perform the services under authority granted in Section 791.011, *Government Code* and Chapter 791, *Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and (3) the representative signing this Agreement on County's behalf is authorized by its governing body to do so.

**11. Applicable Law:** This Agreement shall be governed by and construed under the laws of the State of Texas. Any legal proceeding brought in connection with disputes related to this Agreement may be filed and heard only in a court with jurisdiction in El Paso County, Texas.



## 12. Miscellaneous.

- a) Severability. If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.
- b) Public Records. It will be the independent responsibility of UTEP and County to comply with [Chapter 552, Government Code](#) (Public Information Act), as it applies to the parties' respective information. UTEP is not authorized to receive public information requests or take any action under the Public Information Act on behalf of County. Likewise, County is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of UTEP.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed and delivered this Agreement to be effective as of the Effective Date stated above.

<b>County of El Paso</b>	<b>The University of Texas at El Paso</b>
Ricardo A. Samaniego El Paso County Judge	Mark McGurk Vice President for Business Affairs
Date: _____	Date: _____