

**INTERLOCAL COOPERATIVE AGREEMENT BY AND BETWEEN
THE CITY OF MISSION, TEXAS AND THE
SHARYLAND INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“Agreement”) is made and entered into this 11th day of August, 2026, by and between the City of Mission, a Texas home-rule municipality (hereinafter called “City”), and the Sharyland Independent School District, an independent school district located in the Hidalgo County, Texas (hereinafter referred to as “District”) and shall be effective upon execution by both parties.

ARTICLE I.

WHEREAS, Chapter 791 of the Texas Government Code authorizes a local government to contract or agree with another local government to perform governmental functions and services; and

WHEREAS, the City and District have a long-standing relationship regarding services provided by the City at its Shary Municipal Golf Course;

WHEREAS, the purpose of this Agreement is to continue the ongoing relationship with regards to the District’s use of the Shary Municipal Golf Course; and

WHEREAS, the City and District desire to execute this Agreement establishing a general working agreement between the City and District to coordinate accessibility and compensation for the District’s use of the Shary Municipal Golf Course by District golf teams, in an effort to maximize resources and provide increased services to the public during the 2026/2027 District school year; and

NOW, THEREFORE, City and District, in consideration of the mutual covenants, terms, and conditions contained in this Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as set forth below:

ARTICLE II.

TERM

The term of this Agreement shall be effective **August 1, 2026 until May 31, 2027.** This agreement may be terminated without cause upon thirty (30) days’ written notice to the other party.

ARTICLE III.

OBLIGATIONS OF CITY AND DISTRICT

CITY and DISTRICT agree to the services to be provided by Shary Municipal Golf Course for the Sharyland High School, Sharyland Pioneer High School, Shary North Junior High School, and B.L. Gray Junior High School golf teams as follows:

City agrees to:

- Provide driving range privileges and playing privileges to each of the said High school for up to twenty (20) players per high school for the 2026-2027 School year (August 1, 2026 to May 31, 2027) on days that the Shary Municipal Golf Course is regularly open.

- Provide driving range privileges and playing privileges to each of the said Junior High for up to twenty (20) players per junior high for the period of March 1, 2027 to May 31, 2027, on days that Shary Municipal Golf Course is regularly open.
- Provide driving range privileges to include a medium bucket of balls to 20 players for each high school and 20 players for each junior high and middle school during daytime hours and with each school coach present. (Buckets will not be provided after 6:00 p.m.)
- Provide playing privileges on weekdays after 3:00 p.m. until Pro Shop closing time and after 10:00 a.m. until closing time on weekends and holidays on dates that the Golf Course is open.

District agrees to:

- District shall ensure that a District coach or authorized District sponsor is present and actively supervising District student-athletes at all times during District use of the Shary Municipal Golf Course, including use of the driving range and playing privileges. City shall not be responsible for supervision, coaching, transportation, student eligibility, or medical care of District students.
- District shall provide Shary Municipal Golf Course staff with a current roster of eligible student-athletes for each participating campus. The privileges granted under this Agreement are limited to students listed on the current roster and shall not exceed twenty (20) players per participating high school and twenty (20) players per participating junior high school, unless otherwise approved in writing by City.
- For each school to abide by the rules, regulations and ordinances for Shary Municipal Golf Course to include dress code policies, operating hours and golf course etiquette.
- To the extent permitted by law and without waiving any governmental, sovereign, official, or other immunity or defense available under Texas law, District shall be responsible for, and shall indemnify, defend, and hold harmless City and its officers, officials, employees, and agents from and against claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or related to District's use of the Shary Municipal Golf Course under this Agreement, including the acts or omissions of District, its trustees, officers, employees, agents, coaches, students, participants, invitees, or representatives, except to the extent caused by the negligence or willful misconduct of City.
- Pay the City of Mission as consideration for the use of the Shary Municipal Golf Course the sum of \$19,000.00 no later than October 30, 2026.
- City may immediately suspend District's privileges under this Agreement for nonpayment, safety concerns, misconduct, violation of Golf Course rules, damage to City property, or failure to provide required supervision. Suspension shall not waive City's right to payment or any other remedy available under this Agreement or applicable law.

ARTICLE IV. MISCELLANEOUS

1. **Amendments:** This Agreement may be amended only by a written instrument signed by both parties.
2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
4. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
5. **Immunities:** The parties to this Agreement agree that each party, each through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
6. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
7. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Mission
 City Manager
 1201 E. 8th St
 Mission, Texas 78572

If to DISTRICT: Sharyland Independent School District
 Board President
 1200 N. Shary Rd.
 Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

8. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
9. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
10. **Assignment:** This Agreement shall not be assignable.
11. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
12. **Authority to Execute.** The execution and performance of this Agreement by the City and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and District in accordance with its terms.
13. **Current Revenues.** City and District agree to pay any payments made pursuant to this Agreement from current revenues. The parties agree that each party is providing fair consideration for the services rendered and facilities used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

APPROVED BY CITY OF MISSION CITY COUNCIL ON _____,
2026. Agenda Item No. _____

CITY OF MISSION

By: _____
Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

APPROVED BY SHARYLAND INDEPENDENT SCHOOL DISTRICT ON _____,
2026. Agenda Item No. _____

SHARYLAND ISD

By: _____

Name: _____

Title: _____