

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE SHARYLAND INDEPENDENT SCHOOL DISTRICT  
AND THE CITY OF MISSION**

THIS Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **CITY OF MISSION, TEXAS**, hereinafter referred to as “City” and **SHARYLAND INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as “District,” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, City is a home rule municipality located in Hidalgo County, Texas;

**WHEREAS**, District is an Independent School District established by the laws of Texas;

**WHEREAS**, the District will hold a general election on May 6, 2023, for positions to the Sharyland Independent School District’s Board of Trustees;

**WHEREAS**, as part of the general election the District is required by law to hold an early election period;

**WHEREAS**, the District has sought, and the City wishes to grant, permission for the District to host its early voting and general election day voting at the Mission Boys & Girls Club gymnasium at Bannworth Park (1822 North Shary Road, Mission, Texas 78572);

**WHEREAS**, District and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., (the “Act”) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE**, the District and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The City permits the District to utilize the Mission Boys & Girls Club gymnasium at Bannworth Park and the parking lot at the during the following dates and times for purposes of allowing the District to conduct early voting and general election day voting for positions to the Sharyland Independent School District’s Board of Trustees:
  - a. April 24, 2023 through May 2, 2023, and May 6, 2023 from 6:00 a.m. to 8:00 p.m.

2. The District shall be responsible for conducting the election in all respects.
3. The City shall provide the District access to a phone, internet connectivity, four tables and five chairs for the election workers during the times referenced in paragraph 1(a). The City also agrees to fly the American flag on the premises on May 6, 2023.
4. **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 and 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
5. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and City, and not otherwise.
7. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
8. **Notice.** Except as may be 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 District: Sharyland Independent School District  
Dr. Maria M. Vidaurri, Superintendent  
Sharyland Independent School District  
1200 N. Shary Rd.  
Mission, TX 78572

If to City: City of Mission  
Attention: Norie Gonzalez Garza, Mayor  
1201 E. 8th Street  
Mission, TX 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.

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. **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.
11. **Assignment.** This Agreement shall not be assignable.
12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
14. **Authority to Execute.** The execution and performance of this Agreement by 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 City and District in accordance with its terms.
15. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
16. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

**APPROVED** by all parties. **WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**CITY OF MISSION, TEXAS**

By: \_\_\_\_\_  
NORIE GONZALEZ GARZA, MAYOR

**SHARYLAND INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
HECTOR RIVERA, PRESIDENT