

THE STATE OF TEXAS

§

HIDALGO COUNTY

§

§

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MISSION, TEXAS AND MISSION CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT REGARDING THE NATATORIUM FACILITY
AT BANNWORTH PARK LOCATED AT 1822 N. SHARY RD., MISSION, TEXAS AND
MAYBERRY POOL LOCATED AT 115 S MAYBERRY ST, MISSION TEXAS, 78572.**

This is an Interlocal Agreement under Chapter 791 of the Texas Government Code between the Mission Consolidated Independent School District (“MCISD”) and the City of Mission, Texas (the “City”).

The parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The Facilities that are the subject of this agreement are the City’s Natatorium Facility (“Facility A”) at Bannworth Park located at 1822 North Shary Road., Mission, Texas and Mayberry Pool (“Facility B”) located at 115 South Mayberry Road., Mission, Texas, 78572. The purpose of this agreement is to provide the terms and conditions for MCISD’s limited use of said Facilities. The services that are the subject of this agreement are a governmental function.

The parties have determined that this agreement is in the best and public interest of the parties and their respective constituents. In the event of inclement weather or mechanical failure of MCISD pool facility (“Facility C”), agreement will be reached and agreed upon between Mission Parks Director and Athletic Directors of both MCISD and SISD of shared pool use. Equally shared time between “Facility A” and “Facility B” for the benefit of student health will be achieved through alternating weeks between the two facilities.

The parties agree as follows:

1. MCISD High Schools and Jr High School Dive Teams shall have the shared use of Bannworth Pool dive well with Sharyland Independent School District Dive Teams, inclusive, commencing January 01, 2024, and ending May 24, 2024, as identified on Exhibit A and attached hereto and incorporated herein by reference and any Amendments to Exhibit A as such Amendments may be agreed to in writing by MCISD. MCISD shall have the shared right to use Bannworth Pool dive well on the permitted days of Monday, Wednesday and Friday for one session per day for High School Dive Teams and Monday through Friday for Jr High School Dive Team at 6:30 o'clock AM and end at 8:30 o'clock AM 4:00 o'clock PM and end at 5:30 o'clock PM.
2. As consideration for MCISD's right to use the Facilities as aforesaid, MCISD shall pay to City the sum of \$6.00 per session for High School Dive Team based on 8 divers daily and \$3.00 for Jr.

High Dive Team based on 4 divers daily should need occur due to inclement weather or mechanical failure of MCISD pool. The lump sum total consideration therefore will be determined upon the end of the swim season based on the number of times dive well is utilized. In the event MCISD fails to remit payment within 15 days of the due date, the City reserves the right to terminate the contract. If during the Jr High swim season, the numbers of divers should increase, associated costs will incur.

3. In the event of inclement weather or mechanical failure of MCISD pool facility (“Facility C”), agreement will be reached and agreed upon between Mission Parks Director and Athletic Director of both School Districts of shared pool use. Equally shared time between “Facility A” and “Facility B” for the benefit of student health will be achieved thru alternating weeks between the two facilities.

MCISD Sr. High School Students shall have the right to use “Facility A” or Facility B” on the permitted days for two sessions per day. Session I shall commence at 6:30 o'clock AM and end at 8:30 o'clock AM. Session 2 shall commence at 4:00 o'clock PM and end at 5:30 o'clock PM. MCISD Jr. High Schools shall also have the right to use “Facility A” or “Facility B” on the permitted days for one session per day. Session shall commence at 4:00 o'clock PM and end at 5:30 o'clock PM. In the event of unforeseen problems with Facility A, Facility B will be available under same agreement.

4. As consideration for MCISD’s right to use the Facilities “A” or “B” as aforesaid, MCISD shall pay to City the sum of \$30.00 per session. The sum of \$30.00 per session will be paid to City by MCISD at the end of the 2023-2024 swim season. In full consideration of Life Guard Staff provided by City, a 24-hour notice is required for the safety of MCISD Swim Team Members and in order to make needed schedule adjustments with SISD.

5. To the extent permitted by law, MCISD hereby agrees to indemnify, defend, hold harmless, release, acquit and forever discharge City, its agents, servants and employees, and all persons, natural or corporate, in privity with it, from any and all claims or causes of action of any kind whatsoever resulting from MCISD’s presence or activity in or about the Facilities to the extent permitted by law. Furthermore, MCISD shall maintain bodily injury and property damage liability insurance policies in amounts and for functions that municipalities may be liable for as provided in the Texas Tort Claims Act (V.T.C.A. Civil Practices and Remedies Code Section 101.001, et seq.) as it now provides and as it may change from time to time during the term of this agreement, and such policies shall name City as an additional insured. MCISD shall provide City with certificates of insurance evidencing same prior to entering the Facilities and continually updating said certificates of insurance during its presence at the Facilities.

6. In the event any provision of this agreement is found to be invalid, such invalidity shall not affect the validity of any other provision of this agreement.

7. 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 City: City of Mission
Attention: Randy Perez, City Manager or his successor
1201 E. 8th Street
Mission, Texas 78572

If to MCISD: Mission Consolidated Independent School District
Attention: Dr. Carol Perez, Superintendent or her
successor 1201 Bryce Drive
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.

In witness whereof, the City and MCISD have caused this agreement to be executed and attested by their respective officers here undersigned and their corporate seals to be affixed hereto, pursuant to adoption by City's City Council January 8, 2024 and MCISD's Superintendent of Schools on_____.

CITY OF MISSION

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

**MISSION CONSOLIDATED
INDEPENDENT SCHOOL
DISTRICT**

Carol G. Perez, Ed. D.,
Superintendent of Schools

ATTEST:

Joel Garcia, CPM,
Assistant Superintendent for Finance