

THE STATE OF TEXAS

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HIDALGO COUNTY

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

This is an interlocal Agreement under Chapter 791 of the Texas Government Code between the Sharyland Independent School District ("SISD") 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 at Bannworth Park located at 1822 N. Shary Rd., Mission, Texas 78572 ("Facility A") and Mayberry Pool located at 115 South Mayberry Rd., Mission, Texas 78572 ("Facility B"). The purpose of this agreement is to provide the terms and conditions for SISD's limited use of the Facility. 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.

The parties agree as follows:

I. SISD shall have the use of the Facility on Mondays through Fridays, inclusive, commencing on August 24, 2023, and ending on May 24, 2024, and pursuant to the following schedule:

- SISD agrees to comply with the usage schedule identified as Exhibit A & Exhibit B and attached hereto and incorporated herein by reference and any Amendments to Exhibit A and Exhibit B as such Amendments may be agreed to in writing by SISD.

SISD Sr. High School Students shall have the right to use Facility A on the permitted days for two sessions per day. Session 1 shall commence at 6:30 o'clock AM and end at 8:15 o'clock AM. Session 2 shall commence at 3:00 o'clock PM and end at 5:30 o'clock PM. SISD Jr. High Schools shall also have the right to use Facility A & Facility B on the permitted days for one session per day each. 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.

2. As consideration for SISD's Sr. High right to use Facility A as aforesaid, SISD shall pay to City the sum \$50.00 per session (282 total) regardless of whether SISD exercises its right to use the Facility A aforesaid session(s). The lump sum total consideration therefore is **\$7,050.00** which half of the sum will be paid to City by SISD on or before November 1, 2023 and the other half on or before February 1, 2024. In the event SISD fails to remit payment within 15 days of the due date, the CITY reserves the right to terminate the contract. If for any unforeseen reasons of non-use, refunds will be made accordingly.

3. As consideration for SISD's Jr. High right to use Facility A & Facility B as aforesaid, SISD shall pay to City the sum \$50.00 per session (total) regardless of whether SISD exercises its right to use the Facility A for said session(s). The lump sum total consideration therefore is **\$4,300.00** will be paid to City by SISD on or before February 1, 2024. In the event SISD fails to remit payment

within 15 days of the due date, the CITY reserves the right to terminate the contract.

4. As consideration for SISD's Sr. High and Jr. High right to host UIL Affiliated Swim Meets at Facility A, City Staff will control entrance to Facility with a nominal charge of \$3.00 per Adult Spectator and \$2.00 per Student Spectator. SISD is granted right to sell "Cheat Sheets" and host concessions and collect all proceeds.

5. 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.

6. To the extent permitted by law, SISD hereby agrees to indemnify, defend, and 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 SISD's presence or activity in or about the Facility(s). This hold harmless and indemnification includes the cost of defending City by attorneys acceptable to City. Furthermore, SISD shall maintain bodily injury and property damage liability insurance policies in amounts and for functions that 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. SISD shall provide City with certificates of insurance evidencing same prior to entering the Facility and continually updating said certificates of insurance during its presence at the Facility.

7. 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.

6. 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 SISD:

Sharyland Independent School District
Attention: Dr. Maria M. Vidaurri, Superintendent or her successor
1106 N. Shary Road
Mission, Texas 78572

7. 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 SISD 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 on August 28, 2023, and SISD's Board of Trustees on August 28, 2023.

City of Mission

Sharyland Independent School District

By: _____
Norie Gonzalez Garza, Mayor

By: _____
Jose "Pepe" Garcia, President of the
Board of Trustees

Attest:

Attest:

Anna Carrillo, City Secretary

Hector Rivera, Secretary Board of
Trustees