

MEMORANDUM OF UNDERSTANDING

Between Mission Consolidated Independent School District and City of Mission Parks and Recreation

This Memorandum of Understanding ("MOU") is made and entered into effective as of the latest date of execution below (June 1, 2026), by and between Mission Consolidated Independent School District, a political subdivision of the State of Texas ("MCISD"), and The City of Mission. MCISD and City of Mission Parks and Recreation are referred to collectively as the "Parties" and individually as a "Party."

1. RECITALS

1.1 MCISD owns and operates Tom Landry Stadium located at 702 W 15th Street, Mission, Hidalgo County, Texas (the "Facility").

1.2 Mission Parks and Recreation Summer TAAF Track Program.

1.3 The Parties desire to cooperate on the Summer TAAF Track Program on the terms set forth in this MOU.

1.4 The Parties enter this MOU pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

2. TERM

2.1 **Term.** This MOU commences on June 1st, 2026, and terminates on July 31st, 2026, unless earlier terminated as provided herein.

2.2 **Renewal.** This MOU may be renewed only by a written instrument signed by authorized representatives of both Parties. No renewal shall occur by holdover or implication.

3. SCOPE OF COOPERATION AND RESPONSIBILITIES

3.1 **MCISD Responsibilities.** MCISD shall:

- a. Provide Mission Parks and Recreation with access to the Facility on the dates and at the times set forth in Section 3.3.
- b. [ADDITIONAL MCISD OBLIGATION, e.g., provide a Facility Manager during scheduled use].
- c. [ADDITIONAL MCISD OBLIGATION, e.g., make designated equipment available].
- d. Ensure all MCISD Facility rules, regulations, and policies ("MCISD Policies") are made available to Mission Parks and recreation personnel and program participants.
- e. Coordinate scheduling and equipment use through the Facility Manager and any applicable MCISD personnel, subject to availability.
- f. Retain priority use of the Facility for MCISD-sponsored events and emergencies; Mission Parks and recreations use is secondary and may be rescheduled or canceled on [SEVEN (7)] days' prior written notice, except in cases of emergency or unforeseen District need.

3.2 **Mission Parks and Recreation Responsibilities.** Mission Parks and Recreation shall:

- a. Operate the Program in accordance with this MOU and applicable law.

- b. Provide all coaches, instructors, supervisors, volunteers, and other personnel necessary to operate the Mission Parks and recreation Summer TAAF Program.
- c. Handle all participant registration, fee collection (if any), and recordkeeping for the Program.
- d. Ensure that Mission Parks and recreation Personnel and Program participants comply with all MCISD Policies while at the Facility.
- e. Be solely responsible for supervision of Program participants during use of the Facility.
- f. Promptly notify MCISD in writing of any injury, accident, property damage, or law-enforcement incident occurring on the Facility during or arising from the Program.
- g. [ADDITIONAL City of Mission Parks and Recreation OBLIGATION, AS NEEDED].

3.3 Use Schedule. The Program shall occur on the following dates and times, subject to Section 3.1(f):

- (a) Summer TAAF Practice Schedules: June 1st- July 31st, 2026, from 8:30am to 11:00am and from 5:30pm-7:30pm
- (b) TAAF Summer Track Meet: July 2-3, 2026, from 7:00am to 1:00pm

4. CONSIDERATION

4.1 No Monetary Exchange. The Parties intend this MOU to be a cooperative arrangement involving no exchange of monetary consideration. Each Party shall bear its own costs of performance, except as expressly provided otherwise herein.

4.2 Direct Costs. If either Party incurs direct out-of-pocket costs attributable to the other Party's use or activities (for example, additional custodial, security, or utility costs), the incurring Party may invoice the other Party for actual costs, and the invoiced Party shall pay within thirty (30) days of receipt. [Delete if not applicable.]

5. RESPONSIBILITY FOR LOSS; INSURANCE

5.1 Each Party Responsible for Its Own Acts. To the extent permitted by Texas law, each Party shall be responsible for the acts, omissions, and negligence of its own officers, employees, agents, volunteers, and contractors, and for any damage, losses, or claims arising therefrom. Nothing in this Section creates any obligation on either Party to indemnify the other beyond the limits of Texas law.

5.2 Insurance or Self-Insurance. Each Party should maintain such insurance or self-insurance coverage as that Party determines is appropriate to cover its potential liabilities arising under this MOU. Upon request, each Party shall furnish the other with reasonable evidence of such coverage.

5.3 Sovereign Immunity Preserved. Nothing in this Section 5 waives, or shall be construed as waiving, any governmental, sovereign, or official immunity, defense, or limitation on liability available to either Party under the Constitution and laws of the State of Texas or the United States.

6. TERMINATION

6.1 Termination for Convenience. Either Party may terminate this MOU at any time, with or without cause, upon thirty (30) days' prior written notice to the other Party.

6.2 Termination for Cause. Either Party may terminate this MOU immediately upon written notice if the other Party materially breaches this MOU and fails to cure such breach within ten (10) days after receipt of written notice specifying the breach.

6.3 Effect of Termination. Upon termination or expiration, each Party shall cease all activities at the other Party's facility under this MOU and shall remove its property. Sections 5, 7, and any other provisions that by their nature should survive shall survive termination.

7. GENERAL PROVISIONS

7.1 Governing Law and Venue. This MOU is governed by the laws of the State of Texas. Venue for any action arising under or relating to this MOU lies exclusively in the state district courts of Hidalgo County, Texas, or, where applicable, in the United States District Court for the Southern District of Texas, McAllen Division.

7.2 Independent Status. Each Party is an independent governmental entity. Nothing in this MOU creates any partnership, joint venture, employment, or agency relationship between the Parties or between either Party and the personnel of the other.

7.3 No Third-Party Beneficiaries. This MOU is for the sole benefit of the Parties and shall not confer any rights or remedies on any other person or entity.

7.4 Notices. All notices required under this MOU shall be in writing and delivered by hand, by certified mail (return receipt requested), or by commercial overnight courier to the contacts below, or to such other addresses as a Party designates by notice.

If to MCISD: Mission Consolidated Independent School District

Attn: Sylvia Cruz

1201 Bryce Drive

Mission, Texas 78572

Email: scruz04@mcisd.org

If to City of Mission: Mission Parks and Recreation

Attn: Anna Carillo

1201 E 8th Street

Mission Texas 78572

Email: acarillo@missiontexas.us

7.5 Amendment. No amendment, modification, or waiver of any provision of this MOU is effective unless in writing and signed by authorized representatives of both Parties.

7.6 Entire Agreement. This MOU contains the entire agreement between the Parties on the subject matter and supersedes all prior negotiations, representations, and agreements, whether oral or written.

7.7 Severability. If any provision of this MOU is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.8 Force Majeure. Neither Party shall be liable for any failure or delay in performance caused by acts of God, natural disasters, public health emergencies, governmental orders, civil

disturbance, fire, or other causes beyond such Party's reasonable control. The affected Party shall give prompt written notice and use reasonable efforts to resume performance.

7.9 Counterparts; Electronic Signatures. This MOU may be executed in counterparts, and signatures delivered by electronic transmission (including PDF and Docu Sign) shall be deemed original signatures.

7.10 Authority. Each person signing this MOU represents and warrants that he or she is authorized to do so on behalf of the Party for whom he or she signs and that the MOU is binding on that Party.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the Effective Date.

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	City of Mission Parks and Recreation
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By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____