

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**Mission Consolidated Independent School District**  
**and**  
**City of Mission, Texas**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into effective as of May 12, 2025 (the “Effective Date”), by and between Mission Consolidated Independent School District, a political subdivision of the State of Texas (“MCISD”), and the City of Mission, Texas, a Texas home-rule municipality (“City”). MCISD and the City are referred to collectively as the “Parties” and individually as a “Party.”

## **1. RECITALS**

1.1 MCISD owns and operates the MCISD Aquatic Center located at 1500 Nicholson Avenue, Mission, Texas (the “Facility”).

1.2 The City operates a Texas Amateur Athletic Federation youth aquatics program (“TAAF”) and in a cooperative agreement with MCISD desires to expand the TAAF Swim Program while encouraging swim participation in the school year for MCISD youth access to aquatics instruction and practice on the west end of the City.

1.2 MCISD is willing to provide access to the Facility in exchange for the City’s agreement to schedule coaches, handle athlete registration, and comply with all MCISD policies, subject to the terms set forth below.

1.3 The Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

## **2. TERM AND RENEWAL**

2.1 Term. This Agreement shall commence on May 12, 2025, and shall automatically expire on July 30, 2025, unless earlier terminated as provided herein.

2.2 Renewal. This Agreement may be renewed only by mutual written approval of authorized representatives of both Parties, specifying any modifications to term or scope.

## **3. SCOPE OF SERVICES**

3.1 MCISD Responsibilities.

- a. Grant the City non-exclusive use of the Facility during the practice times set forth in Section 3.3.
- b. Permit City Aquatics Manager to oversee the implementation of the TAAF Swim Program.
- c. Provide qualified, MCISD-certified lifeguards on duty during all City-scheduled practices.

- d. Ensure all MCISD Facility rules, regulations, and policies (“MCISD Policies”) are available to City coaches and participants.
- e. Ensure pool water quality meets chemical balances and water quality.
- f. Coordinate equipment use (e.g., lane lines, kickboards) through the Facility Manager, subject to availability.
- g. Retain priority use of the Facility for MCISD-sponsored events and emergencies; City use is secondary and may be rescheduled or canceled on one week’s notice.

### 3.2 City Responsibilities.

- a. Schedule all City coaches and manage athlete registration for the TAAF Program.
- b. Ensure City-affiliated coaches and volunteers comply with MCISD volunteer requirements, including background checks and training.
- c. Require all participants to adhere to MCISD Policies while on MCISD premises.
- d. Promptly reimburse MCISD for any damage to the Facility or equipment caused by City participants.
- e. Maintain general liability insurance (minimum \$1 million per occurrence, \$2 million aggregate) naming MCISD as an Additional Covered Party - Other Governmental Entity.
- f. Indemnify, defend, and hold harmless to the greatest extent allowed by Texas law, MCISD, its trustees, officers, employees, and agents from any claims, liabilities, or expenses arising from City’s use of the Facility, except to the extent caused by MCISD’s negligence.

### 3.3 Practice Schedule.

- a. May 12–30, 2025: Monday–Thursday, 5:30 p.m. to 7:00 p.m.
- b. June 2–July 30, 2025: Monday–Thursday, 8:00 a.m. to 10:00 a.m. and 4:30 p.m. to 6:00 p.m.
- c. Any proposed modifications to this schedule must be submitted in writing and approved by the MCISD Athletic Director at least 7 days in advance.

## **4. CONSIDERATION**

4.1 No monetary fees shall be charged by either Party. This Agreement is based solely on the exchange of services described herein.

## 5. TERMINATION

5.1 For Convenience. Either Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' prior written notice to the other Party.

5.2 For Cause. Either Party may immediately terminate this Agreement upon written notice if the other Party materially breaches its obligations and fails to cure such breach within ten (10) days after receipt of written notice specifying the breach.

## 6. MISCELLANEOUS

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6.2 Amendment. No amendment or modification to this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

6.3 No Waiver of Sovereign Immunity. Neither Party by executing this agreement waives any of its Immunity that enjoys as governmental entities.

6.4 Notices. All notices required under this Agreement shall be in writing and delivered to the respective contacts below, either by hand, certified mail (return receipt requested), or commercial courier:

6.5 Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior negotiations or agreements, whether written or oral.

6.6 Severability. If any provision hereof is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.**

### MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By:  \_\_\_\_\_  
Criselda Valdez (May 1, 2025 15:02 CDT)

Name: Dr. Cris Valdez

Title: Superintendent of Schools

Date: May 1, 2025

Reviewed and Approved



Thomas Lee (May 1, 2025 12:03 CDT)

Thomas Lee

Director for Athletics



Sylvia Cruz (May 1, 2025 14:27 CDT)

Sylvia Cruz

Executive Director for Business and Finance

**CITY OF MISSION, TEXAS**

By: \_\_\_\_\_

Name: Norie Garza Gonzalez

Title: Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: Anna Carrillo

Title: City Secretary