

**INTERLOCAL COOPERATIVE AGREEMENT BY AND BETWEEN
THE CITY OF MISSION, TEXAS AND THE
MISSION INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the City of Mission, a Texas home-rule municipality (hereinafter called “City”), and the Mission Independent School District, an independent school district located in the Hidalgo County, Texas (hereinafter referred to as “District”) and shall be effective upon execution by both parties.

ARTICLE I.

WHEREAS, Chapter 791 of the Texas Government Code authorizes a local government to contract or agree with another local government to perform governmental functions and services; and

WHEREAS, the City and District have a long-standing relationship regarding services provided by the City at its Shary Municipal Golf Course;

WHEREAS, the purpose of this Agreement is to continue the ongoing relationship with regards to the District’s use of the Shary Municipal Golf Course; and

WHEREAS, the City and District desire to execute this Agreement establishing a general working agreement between the City and District to coordinate accessibility and compensation for the District’s use of the Shary Municipal Golf Course by District golf teams, in an effort to maximize resources and provide increased services to the public during the 2024/2025 District school year; and

NOW, THEREFORE, City and District, in consideration of the mutual covenants, terms, and conditions contained in this Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as set forth below:

ARTICLE II.

TERM

The term of this Agreement shall be effective **August 1, 2024 until May 31, 2025**. This agreement may be terminated without cause upon thirty (30) days’ written notice to the other party.

ARTICLE III.

OBLIGATIONS OF CITY AND DISTRICT

CITY and DISTRICT agree to the services to be provided by Shary Municipal Golf Course for the Mission High School, Veteran’s Memorial High School, Mission Junior High School, K. White Junior High School, Alton Memorial Junior High School, and Cantu Middle School golf teams as follows:

City agrees to:

- Provide driving range privileges and playing privileges to each of the said High school for up to twenty (20) players per high school for the 2024-2025 School year (August 1, 2024 to May 31, 2025) on days that the Shary Municipal Golf Course is regularly open.
- Provide driving range privileges and playing privileges to each of the said Junior High for up to twenty (20) players per junior high for the period of March 1, 2025 to May 31, 2025, on days that Shary Municipal Golf Course is regularly open.
- Provide driving range privileges to include a medium bucket of balls to 20 players for each high school and 20 players for each junior high and middle school during daytime hours and with each school coach present. (Buckets will not be provided after 6:00 p.m.)
- Provide playing privileges on weekdays after 3:00 p.m. until Pro Shop closing time and after 10:00 a.m. until closing time on weekends and holidays on dates that the Golf Course is open.

District agrees to:

- Supervise all players during District use.
- Provide the Shary Municipal Golf Course Staff a roster of Student Athletes for each High School, Junior High School for referral during weekend/holiday use.
- For each school to abide by the rules, regulations and ordinances for Shary Municipal Golf Course to include dress code policies, operating hours and golf course etiquette.
- Indemnify, defend and hold CITY, it's agents, servants and employees, in both their official and individual capacities, and all persons, natural or corporate, in privity with them or any of them, from any and all claims or causes of action of any kind whatsoever, at common law, statutory, contractual or otherwise, that might arise out of District's use and activities at the Golf Course pursuant to this Agreement.
- Pay the City of Mission as consideration for the use of the Shary Municipal Golf Course the sum of \$17,000.00 after October 1, 2024.

ARTICLE IV. MISCELLANEOUS

1. **Amendments:** This Agreement may be amended only by a written instrument signed by both parties.
2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
4. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
5. **Immunities:** The parties to this Agreement agree that each party, each through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other

tortious conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

6. **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 any 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 provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
7. **Notice:** Except as maybe 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
Mike Perez, City Manager
1201 E. 8th St
Mission, Texas 78572

With Copy to: City Attorney's Office
Patricia A. Rigney, City Attorney
1201 E. 8th St
Mission, Texas 78572

If to DISTRICT: Mission Independent School District
Iris Iglesias, Board President
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.

8. **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.
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. **Assignment:** This Agreement shall not be assignable.

11. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
12. **Authority to Execute.** The execution and performance of this Agreement by the 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 the City and District in accordance with its terms.
13. **Current Revenues.** City and District agree to pay any payments made pursuant to this Agreement from current revenues. The parties agree that each party is providing fair consideration for the services rendered and facilities used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

APPROVED BY CITY OF MISSION CITY COUNCIL ON _____,
2024. Agenda Item No. _____

CITY OF MISSION

By: _____
Norie Gonzalez Garza, Mayor

ATTEST:

By: _____
Anna Carrillo, City Secretary

APPROVED BY MISSION INDEPENDENT SCHOOL DISTRICT ON
_____, 2024. Agenda Item No. _____

MISSION ISD

By: _____
Iris Iglesias, President

ATTEST:

By: _____
Veronica Mendoza, Secretary