

# **INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSION, TEXAS AND MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Agreement is made by and between the **CITY OF MISSION, TEXAS**, hereinafter referred to as City, and **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as District, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

## **WITNESSETH:**

**WHEREAS**, City is a home rule municipality located in Hidalgo County, Texas; and

**WHEREAS**, District is a consolidated independent school district located in Hidalgo County, Texas; and

**WHEREAS**, the Mission Boys and Girls Club, prior to City's assumption of its activities, was providing youth programs and services to eligible youth at District's Leal Elementary School located at 318 South Los Ebanos Rd., Mission, Texas; and

**WHEREAS**, City, after its assumption of the activities of the Mission Boys and Girls Club, seeks to continue providing said youth programs and services to eligible youth at District's said elementary school; and

**WHEREAS**, District has determined that it is in its best interest that said activities continue and has agreed to lend its facilities for that purpose.

**NOW, THEREFORE**, City and District, in consideration of the following mutual covenants, agree as follows:

### **1. SERVICES**

City agrees to provide after school youth programs from 3:00 PM to 7:00 PM, Mondays through Thursdays, and Fridays from 2:00 PM to 6:00 PM and services to eligible youth at District's Leal Elementary School located at 318 South Los Ebanos Rd., Mission, Texas, as hereinafter described.

### **2. PERSONNEL RECORDS AND ACTIONS**

City shall obtain criminal history records information in accordance with Texas Education Code sections 22.081-22.086 relating to all personnel it employs and intends to employ in rendering the services contracted for herein.

### **3. TERM**

This Agreement will commence on August 29, 2022 and terminate on May 25, 2023 unless terminated at an earlier date pursuant to the terms of this agreement.

### **4. OBLIGATIONS OF THE DISTRICT**

In consideration of the City providing the Program, the District agrees:

To make available to the City the cafeteria, one set of restrooms, and a playground site at Leal Elementary School(s).

To make available to the City twelve (12) cafeteria tables and a storage cabinet to store and secure all facilities, equipment and program materials daily.

To provide an onsite office with a telephone.

### **5. OBLIGATIONS OF THE CITY**

To introduce youth enrichment programs listed herein.

To provide program staff and a supervisor to supervise and coordinate all activities related to the program.

To coordinate City program community activities with local school administrators.

To provide monthly activity reports, attendance sheets, membership status, program schedules, program objectives and service design for programs.

To provide the following programs:

*Power Hour* – City staff helps alleviate student's homework by providing individual assistance in areas of study. Staff assists children with any questions they may have regarding their homework or any other questions they may have pertaining to their

studies.

*Kids in Control* – This program is intended as a guide, providing insight, generating discussion and encouraging children to develop practical safety skills.

*Smart Moves* – A nationally acclaimed prevention program for young people 5-12. Smart Moves is a creative, fun, learning experience that provides boys and girls with the knowledge and skills they need to grow into confident, healthy teenagers. This program enables members to realize their full potential. Smart Moves also provides boys and girls with accurate information, resistance training, and other critical skills for avoiding alcohol, tobacco, and other drugs, as well as peer pressure. This program encourages children to make appropriate decisions as they enter their teenage years.

*Fitness Authority* – is a Boys & Girls Club of America, 12 week Program that increases knowledge of nutrition, hand/eye coordination, endurance, motor development, total fitness, and self-esteem. This is achieved through lessons including group discussion, innovative games, outdoor activities, calisthenics, stretching, nutrition and physical wellness. The objective of the program is for children to develop activities that encourage a healthy and fit lifestyle that will have a positive lifelong effect. The goal of this program is that participants will learn that fitness is an important lifestyle choice.

*Arts & Crafts* – is a Boys & Girls Club of America Program that helps develop youth's artistic skills and enhance their creative talent. Children work closely with a staff that encourages creativity, and helps members realize their creative potential. The youth served by this program are given the opportunity to create projects and make them their own.

To restore all facilities utilized by the City to its original state after each day of use. No District-owned equipment may be used or removed from the facility, and no alterations may be made to the facility without specific written authorization from the Superintendent.

To cooperate with the District to ensure that facilities utilized for the Program will not conflict with instructional or extracurricular activities that may be conducted by the District at the same time.

To protect District property and equipment and assume any and all liability for repairs or replacement of damage done to buildings, equipment, or other school property used by the City and caused by the City's negligence.

To assume responsibility for the conduct of any and all persons using District facilities in association with the Program.

## **6. TERMINATION**

Either party may terminate this Agreement, with or without cause, by giving ten (10) days written notice to the other party.

## **7. ASSIGNMENT AND DELEGATION**

Neither party may assign or delegate any right or duty under this Agreement without prior written approval of the other party.

## **8. APPLICABLE LAWS AND STANDARDS**

City will comply with all laws, federal, state and local, in connection with the performance of the program services to be rendered hereunder, and shall obey any other regulations of any municipal, county, state or federal authority in regard thereto.

## **9. IMMUNITY**

The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by either City or District of its immunity from suit or liability that either party may have by operation of law.

## **10. CHOICE OF LAW AND VENUE**

The Agreement will be governed by and construed in accordance with the laws of the State of

Texas. The Parties hereto agree that venue of any suit brought for any breach of Agreement is fixed in any court of competent jurisdiction in Hidalgo County, Texas.

#### **11. CONSTRUCTION**

This Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as if each party hereto participated equally in the drafting hereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting parties shall not be applicable to this Agreement.

#### **12. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this Agreement.

#### **13. INDEPENDENT PARTIES**

Each party hereto is independent of the other and shall retain control over its employees and agents. Nothing in this agreement shall be deemed to create a partnership, agency, joint venture, employment, or landlord-tenant relationship. In connection therewith, no officer, staff, agent or other person affiliated with the Program will be deemed to be an employee of the District while performing Program-related activities.

#### **14. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provision, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

#### **15. DESCRIPTIVE HEADINGS**

The captions included herein are for administrative purposes only and shall not be considered in interpreting any of the terms or provisions of this Agreement.

#### **16. NO THIRD PARTY BENEFICIARY**

This Agreement inures to the benefit of and obligations only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

#### **17. AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement will be by amendment hereto in writing and executed by both Parties to this Agreement.

#### **18. NO WAIVER**

The PARTIES agree that no waiver by any party of any breach of any provision herein shall be construed to be a waiver of any succeeding breach of the same provision or the nonperformance of any other obligation contained herein.

#### **19. COMMITMENT OF CURRENT REVENUES ONLY**

In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

**20. ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties with respect to such subject matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

**21. MULTIPLE COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**22. NOTICES**

Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. For purposes of this section the addresses of the parties are as follows:

Mission Consolidated Independent School District  
1201 Bryce Drive  
Mission, Texas 78572

City of Mission  
1201 E. 8<sup>th</sup> St.  
Mission, Texas 78572

IN WITNESS WHEREOF, the Board of Trustees of the Mission Consolidated Independent School District, acting by its President or Superintendent, as duly authorized, and the City Council of the City of Mission, acting by its Mayor, have set their signatures on the day and year shown below.

MISSION CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
President of the Board of Trustees  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Trustees

CITY OF MISSION, TEXAS

By: \_\_\_\_\_  
Norie Gonzalez Garza, Mayor  
Date: \_\_\_\_\_

ATTEST:

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Anna Carrillo, City Secretary