

Interlocal Agreement

This Interlocal Agreement is between Mission Consolidated Independent School District (“MCISD”) and the City of Mission (“Buyer”), (collectively “Parties”).

The Parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other political subdivisions of the State of Texas for the purpura of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The services that are the subject of this Agreement are a governmental function and the Parties make the Agreement to, respectively, provide the services and make the payments described in the Agreement.

The Parties have determined that this Agreement will result in improved services being provided more economically and efficiently.

The Parties agree as follows.

ARTICLE I **SERVICES PROVIDED BY MCISD**

Section 1.1 Services. Buyer may request that MCISD provide office supplies, copy paper, or fuel. Such requests will be in the form of a purchase order and may describe in detail the supplies requested. MCISD is not obligated to accept the purchase order or otherwise provide office supplies, copy paper or fuel, but may elect to do so. If it elects to provide office supplies, copy paper or fuel, MCISD shall do so within a reasonable time, subject to the terms of this agreement.

Section 1.2 Subject to Change. It is agreed that the duty of MCISD to provide office supplies, copy paper or fuel pursuant to this Agreement may be superseded by the obligations of MCISD to provide office supplies, copy paper or fuel for its own benefit. Therefore, timelines for office supplies, copy paper or fuel may be changed by MCISD without notice. MCISD may deny or stop providing office supplies, copy paper or fuel when this agreement was made.

ARTICLE II **PRICING AND TERMINATION**

Section 2.1 Pricing and Payment. The parties will agree on all pricing prior to the commencement of the work with understanding that MCISD retains sole discretion to adjust the price at any time in the event that unforeseeable circumstances are encountered. Payment is due upon the delivery of the product. MCISD retains the right to withhold any product until full payment is made. MCISD retains the right to charge for storage of materials that have not been paid for or picked up for more than three days.

Section 2.2 Termination of Agreement by Parties. This Agreement may be terminated by either Party upon providing 10 days prior written notice of termination. Upon termination of the Agreement, Buyer will pay MCISD for any unpaid services or partial-services that have been rendered prior to termination. Upon MCISD’s notice of termination, MCISD will either provide Buyer with a refund or any amount paid by Buyer for office supplies, copy paper or fuel that were not rendered, or complete any outstanding request for office supplies, copy paper or fuel.

ARTICLE III
MISCELLANEOUS

Section 3.1 Government Services. This Agreement is a contract for the performance of governmental functions by governmental entities. The Parties will be engaged in the conduct of a governmental function while providing and/or performing any service under this Agreement.

Section 3.2 Liability. It is understood and agreed between the parties that each party will be responsible for its own acts or omission, including the acts or omissions of its employees, officers, trustees, and agents. Disputes will be resolved in accordance with MCISD Board Policy and the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. In no event shall MCISD be liable to Buyer or any other person or entity for the loss of or damage to property, or any damages resulting from the services provided. Under no circumstances are MCISD or its employees, acting in their respective capacities, liable for any claims from Buyer or any other person or entity for damages or the loss of, or damage to, Buyers materials or data.

Section 3.3 Attorney's Fees. Both Parties hereby waive any right to attorney's fees in an action for breach of contract.

Section 3.4 Other Services. Nothing in this Agreement will be deemed to create, by implication or otherwise, any duty, responsibility or right as to either Party except with respect to the use and general provision of the services specifically set forth in this Agreement.

Section 3.5 Terms. The terms of this agreement apply to all purchase orders for office supplies and copy paper. No purchase order will be binding on MCISD. The terms of this agreement supersede all terms of any purchase order submitted by Buyer.

Section 3.6 Jurisdiction. Nothing in this Agreement will be deemed to extend, increase, or limit the jurisdiction or authority of either Party except as necessary to implement, perform and obtain the office supplies and copy paper product provided for in this Agreement. This Agreement will be governed by the laws of the State of Texas. Exclusive venue for any action arising out of this agreement is in Hidalgo County.

Section 3.7 Governmental Immunity. Nothing in this Agreement will be construed to waive modify or amend any legal defense available to the Parties or any past or present Trustee, office, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

Section 3.8 Notice. Notices provided by any Party pursuant to this Agreement will be in writing and will be directed via U.S. Mail, or hand delivery, or facsimile, at the following addresses:

Mission CISD:
1201 Bryce Drive
Mission, TX 78572

City of Mission (Buyer)
1201 E. 8th Street
Mission, TX 78572

Section 3.9 Amendments and Modifications. This Agreement may not be amended or modified except in writing by the Parties and authorized by their respective governing bodies.

Section 3.10 No Warranty. MCISD makes no warranty, including any implied warranty regarding the services and final product. Buyer agrees to accept all product and services as is.

Section 3.11 Authorization. The persons executing this Agreement on behalf of the Parties represent that they are duly authorized by their respective governing bodies to execute this Agreement.

EXECUTED AND DELIVERED initially by and between Mission CISD, and the City of Mission, on this _____ day of _____, 2020.

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
(Carol G. Perez, Ed. D., Superintendent of Schools)

Buyer: _____
(Eduardo Belmarez, City of Mission Deputy Assistant/Purchasing Director)