

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 purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The roles of the parties described in this Agreement are governmental functions. The Parties agree to carry out their roles under this Agreement in the manner in the Agreement.

The Parties have decided that this Agreement will result in improved services being provided more economically and efficiently for the benefit of both of the Parties.

The Parties agree as follows.

ARTICLE I **SERVICES PROVIDED BY MCISD**

Section 1.1 **Services.** MCISD shall procure goods and services in accordance with State and Federal laws and rules (hereinafter "Goods and Services"). When MCISD deems it to be in its best interest to do so, MCISD may make the Goods or Services available for purchase by Buyer.

Section 1.2 **Buyer's Request.** MCISD shall consider written requests from the Buyer for the purchase of Goods and Services. The request shall be made on a form prescribed by MCISD. The form must provide a detailed description of the goods or services to be supplied and must also describe a date for delivery of the goods or services. The form must also describe the Buyer's governmental function to which the Goods and Services will be applied.

Section 1.3 **Notice of Ability to Provide Goods or Services.** If MCISD determines in its sole discretion that it is capable of providing goods or services under this agreement, MCISD will so notify the Buyer. If MCISD is incapable of providing the requested Goods and Services to Buyer in whole or in part, MCISD will notify Buyer that MCISD is unable to fulfill the Buyer's request in whole or in part.

Section 1.4 **Negotiation.** If MCISD is capable of providing Goods and Services under the Agreement, then Buyer shall make a price offer to MCISD. MCISD may accept or reject in whole or in part the Buyer's offer. MCISD is not required to accept any offer made by the Buyer under this agreement.

Section 1.5 **Formal Purchase Order.** The Parties agree that before Goods and Services may be provided under this Agreement that the Goods and Services and associated pricing will be reduced to writing on a form adopted by MCISD and formally approved in accordance with MCISD policies and practices.

Section 1.6 **Right of Refusal.** MCISD has the absolute right to refuse a request made by Buyer under this Agreement.

ARTICLE II
PRICING AND TERMINATION

Section 2.1 Pricing. The parties will agree on all pricing prior to the provision of Goods and Services under this Agreement.

Section 2.2 Commodities. The parties agree that if an executed Formal Purchase Order contemplates the provision of goods over a period of time, that if the contemplated good is a commodity item whose value is subject to market conditions, MCISD may elect to adjust the pricing to reflect the then current market conditions or it may elect to terminate the purchase order, without penalty and without incurring liability to the Buyer.

Section 2.3 Payment. Payment is due upon the delivery of the Goods or Services. MCISD retains the right to withhold any Goods or Services until full payment is made. MCISD retains the right to charge for storage of materials or Goods that have not been paid for or picked up for more than three days.

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 CJ(LOCAL) as it may be amended at the time the dispute arises 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, Buyer's 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 transactions conducted pursuant to this agreement. MCISD shall have the right to decline any transaction requested by Buyer under this agreement. 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 goods or services contemplated by 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:

Attention: Cris Valdez, Ed. D., Superintendent of Schools

*1201 Bryce Drive
Mission, TX 78572*

City of Mission (Buyer)

Attention:

*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. Terms that would have the effect of amending or modifying a term or condition of this Agreement which may be contained in or attached to an order placed by the Buyer, shall be null and void unless the term and the proposed modification are formally presented to the Board of Trustees for the Mission Consolidated Independent School District at a lawfully called Meeting conducted in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code and such term is approved by a majority of a quorum of the members then present at the meeting.

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.

Section 3.12 Term. This agreement shall be for a term of one calendar year from the date is executed by MCISD, unless it is terminated prior to its expiration. This Agreement shall not automatically renew.

Section 3.12 Termination of Agreement by Parties. This Agreement may be terminated by either Party by providing written notice that the Agreement will terminate without need for further action by the terminating party on the 10th day after the notice is received by the non-terminating party. Upon termination, MCISD's duty to provide Goods or Services in connection with any partially or fully unperformed Purchase Orders shall terminate. Upon termination of the Agreement, Buyer will pay MCISD for any Goods or Services that have been rendered prior to termination including any Goods that have been allocated and stored for the benefit of the Buyer. In the event that Buyer has pre-paid for Goods or Services that have not been delivered or completed before the date termination becomes effective, MCISD may elect to complete fulfillment of the Order or may return that portion of prepayment that reflects the unperformed part of the Order. All payments for Goods and Services that are due under the Agreement shall be due and payable on the date of termination of the Agreement.

EXECUTED AND DELIVERED initially by and between Mission CISD, and the City of Mission, on this 28th day of October, 2024.

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: *Dr. Cris Valdez*
Dr. Cris Valdez (Oct 15, 2024 13:12 CDT)
(Dr. Cris Valdez., Superintendent of Schools)

Buyer: _____
(Andy Garcia, City of Mission, Assistant City Manager)

Reviewed and Approved by Mission CISD

Valerie Uresti-Rojas
Valerie Uresti-Rojas (Oct 15, 2024 10:20 CDT)
Valerie Marie Uresti-Rojas
Fixed Assets/Warehouse Coordinator

JG
Joel Garcia (Oct 15, 2024 11:59 CDT)
Joel Garcia, CPM
Deputy Superintendent for Support Services