

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF MISSION, TEXAS,
AND THE MISSION ECONOMIC DEVELOPMENT CORPORATION**

The Memorandum of Understanding (this "MOU") is by and between the **CITY OF MISSION, TEXAS** (the "City") and **MISSION ECONOMIC DEVELOPMENT CORPORATION** ("MEDC"). The City and MEDC are collectively referred to herein as the Parties.

- I. **PURPOSE.** The Parties have determined that it is in their mutual interests for the Facilities Department of the City to work with MEDC to provide facility maintenance and management services for the Mission CEED Building located at 801 N. Bryan Road, Mission, Texas 78572 (the "CEED Building").
- II. **RESPONSIBILITIES OF CITY AND MEDC.** The responsibilities of the Parties are as follows:
 - A. **RESPONSIBILITIES OF CITY.** City shall perform the following services for MEDC at the CEED Building:
 1. **General Maintenance and Repairs.** City shall perform general maintenance and repair tasks at the CEED Building, which include, but are not limited to the following:
 - a. **Routine Inspections.** No less than twice a year (before summer and winter), the City shall perform regular inspections of all of the CEED Building systems (HVAC, plumbing, electrical, etc.) to determine whether such systems are operating properly. Upon completion of such inspection, the City shall provide MEDC with a checklist, signed by the City, that indicates which systems were checked and the results of such inspection.
 - b. **Basic Repairs.** The City shall fix minor issues, including, but not limited to, repair of leaky faucets, broken door handles, light fixtures, doors, windows, and minor roof issues.
 - c. **HVAC Maintenance.** The City shall perform regular maintenance and inspections of the HVAC System for the MEDC (consisting of 30 roof-top units and 3 mini splits), which shall include, but not be limited to, filter replacement (which will be contracted and paid for by The City as part of their existing contract), regular checks of the system's operating efficiency, ensuring that the HVAC system is functioning well, and performing or supervising repairs and replacements (as may be required) of the HVAC system equipment. The schedule for HVAC maintenance and inspection shall be agreed upon by the City and MEDC outside of this MOU.
 - d. **Painting and Patching.** The City shall repaint portions of the CEED Building that require re-painting, fix drywall that is damaged, and handle minor cosmetic touch-ups that may be required in the CEED Building.

- e. **Floor Care.** The City shall repair or replace damaged flooring, including carpets, tiles, and hardwood in the CEED Building. The City shall perform floor cleaning tasks, which shall include but not be limited to coordinating the stripping and waxing tile floors, sweeping, vacuuming, other carpet cleaning with third parties.
- 2. **Plumbing and Electrical.** City shall perform plumbing and electrical work at the CEED Building, which include, but are not limited to the following:
 - a. **Minor Plumbing Issues.** The City shall unclog drains, fix leaks, replace toilets, sinks, and faucets, replace hinges on restroom doors (including stalls), make repairs to restroom stalls, snake pipes as needed, perform routine maintenance on the sump pump and repair as needed, inspect and repair minor leaks within the café and brewery.
 - b. **Basic Electrical Issues.** The City shall replace light bulbs, install light fixtures, and troubleshoot and repair other electrical issues.
- 3. **Building and Safety Checks.** City shall perform regular building and safety checks at the CEED Building on a schedule to be agreed to by City and MEDC, which include, but are not limited to the following:
 - a. **Safety Inspections.** The City shall ensure that the CEED Building complies with all applicable safety codes, including codes related to fire extinguishers, alarms, and emergency exits.
 - b. **Security Systems Maintenance.** The City shall regularly inspect all of the locks, surveillance cameras, and access control systems alignment at the CEED Building to ensure that such systems are in good working order.
 - c. **Fire Prevention.** The City shall regularly inspect the fire safety systems at the CEED Building, including periodic testing of smoke alarms, ensuring that all fire extinguishers are inspected and current, replacing fire extinguishers with expired product, and updating the emergency evacuation plan for the CEED Building.
- 4. **Exterior Maintenance.** City shall perform exterior maintenance at the CEED Building on a schedule to be agreed to by City and MEDC, which include, but are not limited to the following:
 - a. **Parking Lot Upkeep.** The City shall maintain the signage the CEED Building parking lot, and repair potholes on an “as-needed” basis.
 - b. **Roof and Gutter Cleaning.** The City shall check and clean gutters at the CEED Building, inspect the roof for leaks, and otherwise inspect the roof to ensure that it is in good condition on an annual schedule. The City shall notify MEDC regarding roof conditions that may require extensive repairs before undertaking such repairs.

- c. **Groundskeeping.** The City shall perform sprinkler system repair, such as the replacement of broken sprinkler heads, when such repairs are needed outside of the normal schedule followed by the company that maintains the CEED Building lawn sprinkler system.
5. **Equipment Maintenance.** City shall ensure that all tools, equipment, and machinery located the CEED Building are operating properly and schedule service for such items as needed.
6. **Special Projects.** City shall assist with remodeling projects at the CEED Building, minor carpentry projects, the set-up of temporary structures, and the set-up or relocation of office furniture, equipment, and fixtures. All special projects will be scheduled in advance by MEDC.
7. **Emergency Response.** City shall be available on an "On-Call" basis for emergencies such as burst pipes, power outages, or damage to the CEED Building that requires immediate attention.
8. **Vendor Coordination.** City will act as a liaison for contractors or vendors performing specialized tasks at the CEED Building (e.g., major electrical work or large-scale repairs). The City will arrange for and oversee the work of such contractors to ensure that it is performed in accordance with any applicable contracts, City codes, and in a way that meets the specific need of the CEED Building and its occupants.
9. **Assembly and Mounting Services.** The City will assemble and install large pieces of furniture and equipment and ensure that such items are in working order. The City will hang and mount large fixtures, frames, and other similar items. All such projects will be scheduled in advance by MEDC.

Upon notification by MEDC of any of the foregoing, the City shall respond within a 24-hour period and begin services within one week period (with the exception of items requiring an emergency response, in which case, the City shall respond as soon as is reasonably possible). Once the City commences work on a particular project, the City shall proceed to work on such project until it is completed. A particular service shall be deemed complete once it has been approved in writing by MEDC.

B. MEDC RESPONSIBILITIES. MEDC shall:

1. Pay City the sum of **SIXTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$65,000)** annually for the performance of the services described above, which payment shall be due upon execution of this MOU by both Parties.
2. Schedule the City to perform any of the services described above in accordance with the schedule established for a particular service.

III. TERM. This MOU shall commence on the date that it is fully executed by both parties and shall terminate on September 30, 2027.

- IV. AMENDMENT.** This MOU may be amended at any time through a written agreement signed by the Parties.
- V. TERMINATION.** This MOU may be terminated by either Party upon thirty (30) days' written notice to the other Party.
- VI. ENTIRE AGREEMENT.** This MOU contains the entire agreement between the Parties and supersedes all prior agreements and understandings regarding its subject matter. This MOU shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- VII. COUNTERPARTS.** This MOU may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated below.

CITY:

CITY OF MISSION, TEXAS

By: _____
NORIE GONZALEZ-GARZA, MAYOR

MEDC:

MISSION ECONOMIC DEVELOPMENT CORPORATION

By: _____
TECLO J. GARCIA, CEO