

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF MISSION AND  
TEXAS CITRUS FIESTA, INC.**

This Memorandum of Understanding (“MOU”) is entered into on the effective date by and between the Agreement Parties shown below:

**I. AGREEMENT PARTIES:**

City of Mission (Mission), a Texas home-rule municipal corporation under Texas Local Government Code.

Texas Citrus Fiesta, Inc. (Texas Citrus Fiesta), a Texas non-profit corporation filed with the Texas Secretary of State’s Office.

**II. PURPOSE:**

Texas Citrus Fiesta educates Mission residents and visitors by promoting annual public celebrations, displays and exhibits in connection with the growing citrus markets. However, recently, Texas Citrus Fiesta has requested temporary administrative assistance from the City of Mission to support its operations.

In providing a public service to the residents and visitors of Mission, Texas, and supporting the City’s overall economic development, Mission and Texas Citrus Fiesta mutually agree that for term(s) established by this Agreement, the City of Mission will provide Texas Citrus Fiesta with specialized administrative services. This Agreement can be amended, as needed, by agreement of all parties and signing a new document.

**III. TERM OF PERFORMANCE:**

This Agreement shall be effective as of December 18, 2023 and terminate on January 31, 2024, unless otherwise extended by both Parties in writing.

**IV. PAYMENT:**

Pursuant to the terms of this Agreement and exchange for the necessary services and support, Texas Citrus Fiesta will compensate Mission TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per month during the term of this Agreement for the costs of providing said services. The City of Mission shall apply said payment to the city employee assigned to serve as temporary administrator by the City Manager as special assignment payment for additional duties performed under this Agreement.

**V. RIGHTS AND RESPONSIBILITIES:**

1. The City of Mission, City Manager, shall appoint a City of Mission employee to serve as the temporary Texas Citrus Fiesta Administrator (Administrator) for the term of this Agreement.

2. Texas Citrus Fiesta shall provide the City of Mission all documents reasonably necessary to the performance of Administrator's duties under this Agreement. Except as may be necessary for performance of this Agreement, and to the extent no generally known as available to the public, the Administrator shall not use or disclose information concerning Texas Citrus Fiesta without prior written consent of the Texas Citrus Fiesta Board.

3. In performance of work and services under this Agreement, Administrator shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall act at any time to be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint ventures as between Mission and Texas Citrus Fiesta and/or Administrator and Texas Citrus Fiesta.

4. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting Mission's normal operations in carrying out its statutory or regulatory duties. Texas Citrus Fiesta agrees that the Administrator's primary fiduciary duty and responsibility vests with the City of Mission, despite any assignments or other requests submitted by Texas Citrus Fiesta.

**5. TEXAS CITRUS FIESTA SHALL INDEMNIFY AND HOLD HARMLESS MISSION, ITS AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (HEREINAFTER COLLECTIVELY, THE "CITY") FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREINAFTER ARISE FROM PARTICIPATION IN THIS MOU AGREEMENT. TEXAS CITRUS FIESETA UNDERSTANDS AND AGREES THAT THIS RELEASE OF LIABILITY DISCHARGES THE CITY FROM ANY LIABILITY OR CLAIM THAT MAY BE FILED AGAINST MISSION WITH RESPECT TO ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, RELATING IN ANY WAY TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM ITS PARTICIPATION WITH ANY SERVICES PROVIDED AS PART OF THIS MOU AGREEMENT, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE CITY, OR OTHERWISE, TO THE FULLEST EXTENT ALLOWED BY LAW.**

#### **VI. MISCELLANEOUS:**

1. **NO WAIVE OF SOVEREIGN IMMUNITY:** THE PARTIES AGREE THAT THERE IS NOTHING IN THIS MOU THAT IS MEANT TO BE A WAIVER BY MISSION OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT MISSION MAY HAVE BY OPERATION OF LAW.

2. **Governing Law and Venue:** This MOU Agreement is governed by the laws of the State of Texas and interpreted under Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Hidalgo County, Texas.

3. **Counterparts:** This MOU Agreement may be signed by each party individually, and each signature page will be made a part of the original agreement, and all will be considered a single agreement. Any counterpart signature to this MOU that is delivered by fax or email will be considered for all purposes to be good and valid execution and delivery of this MOU.

4. **Entire Agreement:** This document represents the entire agreement between the Agreement Parties. No prior agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

**IN WITNESS WHEREOF,** this MOU Agreement has been signed by an authorized representative of each Party, to be effective as of the Effective Date stated herein.

**CITY OF MISSION**

**TEXAS CITRUS FIESTA, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Anna Carrillo, City Secretary

Name: \_\_\_\_\_

Title: \_\_\_\_\_