

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF MISSION §

COMMUNITY YOUTH SERVICES AGREEMENT
CITY OF MISSION AND BOYS & GIRLS CLUB OF MISSION, INC.

This Agreement is entered into by the City of Mission, Texas ("City") and the Boys & Girls Club of Mission, Inc. ("Club"), effective October 1, 2026.

1. PURPOSE

The Club shall provide youth-development, educational, recreational, family, community, and related services benefiting Mission residents.

2. SERVICES

A. Youth and Educational Services

1. Provide after-school and summer programming, academic enrichment, tutoring, mentoring, educational activities, leadership and character development, life-skills programming, and services supporting families and underserved youth.

B. Recreation and Wellness

2. Provide sports, recreation, fitness, physical-activity programs, youth leagues, camps, and other programming promoting healthy lifestyles and positive youth engagement.

C. City Events and Community Support

3. Assist with City events, including but not limited to Halloween event activities, festivals, community celebrations, youth programs, recreational events, outreach activities, and other public programs coordinated through the City Manager's Office.
4. Provide reasonable staff support, volunteers, youth programming, activity stations, outreach, logistical assistance, and other mutually coordinated services.
5. Coordinate youth volunteerism, civic engagement, family outreach, and other community initiatives with the City when reasonably requested.

3. FUNDING

Subject to lawful appropriation and availability of funds, the City shall provide funding in an amount not to exceed Seven Hundred Thousand Dollars (\$700,000) during the term of this Agreement.

4. HISTORICAL INTERFUND OBLIGATION

The parties acknowledge that the City's Fiscal Year 2026-2027 Budget identifies a historical interfund obligation associated with the former City-operated Boys & Girls Club Fund of approximately \$998,771.96, based on the reconciled balance as of September 30, 2025. This amount is an estimate for budgetary and financial-planning purposes and remains subject to final reconciliation, adjusting entries, subsequent activity, and the City's official financial records.

The Club estimates that approximately \$100,000 may be available annually to retire a portion of the historical interfund obligation, including by the end of Fiscal Year 2026-2027. This estimate is a financial-planning assumption only and shall not constitute a fixed annual repayment requirement.

Notwithstanding the foregoing estimate, the Club shall repay not less than \$50,000 toward the historical interfund obligation on or before September 30, 2027, and not less than \$50,000 during each City fiscal year thereafter until the obligation is fully satisfied or otherwise resolved by the City. The annual minimum repayment may be made in a single payment or in multiple payments at any time during the applicable fiscal year, provided the full annual minimum is received by the City no later than September 30 of that fiscal year. No quarterly interfund repayment schedule shall be required. The Club may make additional repayments above the minimum as financial capacity allows. Repayment shall be separate from the \$700,000 program-support amount unless expressly authorized otherwise by the City, and City funding provided under this Agreement shall not itself be used merely to make the required interfund repayment unless specifically authorized by the City in writing.

5. QUARTERLY CITY PAYMENTS

City funding shall be payable in four (4) quarterly installments not to exceed \$175,000 each, generally corresponding to the fiscal quarters beginning October 1, January 1, April 1, and July 1.

The first installment may be released following execution of this Agreement and satisfaction of applicable pre-disbursement requirements. Each subsequent installment is conditioned upon the Club being current with all reporting and compliance requirements whose deadlines have occurred before the scheduled payment and, once due, with the annual interfund repayment requirement.

6. REPORTING AND ACCOUNTABILITY

The Club shall comply with all financial reporting, performance reporting, component-unit reporting (if applicable), accountability, records-access, audit, compliance, and other requirements established by Resolution No. 1935, as amended and restated and as further amended from time to time, which requirements are incorporated into this Agreement by reference.

7. TERM AND DURATION

This Agreement shall commence October 1, 2026, and expire September 30, 2027, unless earlier terminated in accordance with this Agreement.

There shall be no automatic renewal. Any renewal or extension must be authorized in writing by the City and the Organization.

8. PAYMENT CONDITIONS

Quarterly payments are conditioned upon satisfactory performance and the Organization being current with all reporting, financial, performance, repayment (if applicable), and compliance requirements whose deadlines have occurred before the scheduled payment date.

Payment by the City does not constitute acceptance of an unsupported, unauthorized, or legally ineligible expenditure. The City may withhold or delay a payment until an applicable deficiency is corrected.

9. REPORTING DEFICIENCIES AND CURE

Reporting deficiencies, correction deadlines, extensions, and remedies for reporting noncompliance shall be governed by Resolution No. 1935, as amended and restated and as further amended from time to time.

Where the Resolution provides an opportunity to cure, the Organization shall have the cure period established by the Resolution. The City may withhold or delay quarterly disbursements during an unresolved reporting deficiency as authorized by the Resolution.

10. OTHER CONTRACTUAL DEFAULTS

For a material contractual default not governed by the reporting-deficiency provisions of Resolution No. 1935, the City may provide written notice describing the deficiency and allow up to thirty (30) days to cure, unless immediate action is authorized by law or reasonably necessary to protect public funds or public safety.

11. TERMINATION

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice.

The City may terminate for cause following any applicable cure period for material breach, unauthorized expenditure, failure to provide required records, failure to comply with applicable repayment requirements, loss of required legal status, refusal to permit a lawful City audit or inspection, or other material noncompliance.

The City may immediately suspend funding when reasonably necessary to prevent an unlawful or unauthorized expenditure of public funds. Upon termination, the Organization shall return unexpended City funds and amounts determined to have been improperly expended.

12. RECORDS AND AUDIT

The Organization shall maintain complete and accurate financial and program records relating to City funding and contractual performance. The City, its Finance Department, Internal Auditor, independent auditors, City Attorney, or other authorized representatives may inspect and audit applicable records.

The Organization shall reasonably cooperate with City year-end closing, audit, financial-reporting, and compliance requirements.

13. INDEPENDENT CONTRACTOR

The Organization is an independent contractor and remains responsible for its employees, contractors, operations, programs, finances, and liabilities. Nothing in this Agreement creates an employer-employee relationship, partnership, joint venture, or authority to bind the City.

14. INDEMNIFICATION

To the extent permitted by law, the Organization shall indemnify and hold harmless the City, its officials, officers, employees, and agents from claims, liabilities, damages, or expenses arising from the negligent acts, omissions, or willful misconduct of the Organization or its employees, agents, or contractors.

Nothing in this Agreement waives any immunity, defense, limitation of liability, or other protection available to the City under applicable law.

15. COMPLIANCE WITH LAW

The Organization shall comply with applicable federal, state, and local law. Restricted City funds shall be used only for purposes legally permitted for the applicable funding source.

16. ASSIGNMENT

The Organization may not assign this Agreement or delegate its primary contractual responsibilities without prior written approval of the City.

17. CITY ADMINISTRATION

The City Manager or designee shall administer this Agreement on behalf of the City and may establish reasonable reporting formats, performance measures, documentation requirements, submission procedures, and administrative standards consistent with this Agreement and Resolution No. 1935.

18. NOTICES

Formal notices required under this Agreement shall be provided in writing to the City Manager and to the Organization's authorized representative at their official business addresses. Either party may update its notice information by written notice.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue shall lie in a court of competent jurisdiction in Hidalgo County, Texas.

20. AMENDMENTS AND ENTIRE AGREEMENT

This Agreement constitutes the parties' agreement regarding the subject matter herein. Any amendment must be in writing and approved by the parties as required by law.

21. SEVERABILITY AND NO WAIVER

If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain effective. Failure to enforce a provision on one occasion does not waive future enforcement.

22. SURVIVAL

Obligations relating to repayment, reimbursement, audit, records, indemnification, and return of public funds shall survive expiration or termination to the extent necessary to complete those obligations.

EXECUTION

READ, CONSIDERED AND APPROVED on the 22nd day of September, 2026.

CITY OF MISSION, TEXAS

BOYS & GIRLS CLUB OF MISSION, INC.

Norie Gonzalez Garza, Mayor

AUTHORIZED REPRESENTATIVE

ATTEST:

Title: _____

Anna Carrillo, City Secretary

Date: _____

APPROVED AS TO FORM:

Eden Ramirez, City Attorney