

**AGREEMENT**  
**By and Between**  
**Mission Consolidated Independent School District and**  
**Boys and Girls Club of Mission, Texas**

WHEREAS, Mission Consolidated Independent School District ("MCISD" or "District") wishes to provide extracurricular educational and enrichment opportunities to its students; AND

WHEREAS, Boys and Girls Club of Mission ("BGCM") seeks to provide services to enable young people to reach their full potential as productive, caring citizens; AND

WHEREAS, BGCM sponsors various events and opportunities in the Mission, Texas area; AND

WHEREAS, MCISD's students would benefit from increased access to events and resources sponsored by, and available to BGCM members; AND

WHEREAS, the parties seek to enter a partnership to offer transportation services from MCISD to BGCM locations to improve student access and utilization of programs offered by BGCM; AND

NOW THEREFORE, MCISD and BGCM, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. BGCM's obligations:

- a. BGCM agrees to provide adequate appropriate supervision of students at the recognized drop-off location at BGCM facilities, including maintaining a check-in list of students participating in the transportation program, subject to MCISD approval;
- b. BGCM acknowledges that once an MCISD student is transported to BGCM facilities, BGCM assumes responsibility over such student as it would with any minor child participating in BGCM activities.
- c. BGCM shall charge and collect from students participating in this transportation program a fee of \$100 per semester for each individual student utilizing such services, and a discounted rate of \$50 for each additional sibling participating in this transportation program;
- d. BGCM will be responsible for timely remitting payment to MCISD as reflected in regular invoices for additional transportation costs accrued under operation of this agreement; and
- e. BGCM shall regularly monitor capacity of its facilities to ensure that it can safely accommodate the number of MCISD students participating in this transportation program and BGCM shall promptly notify MCISD if it, at any time during the operation of this agreement, realize that it cannot accept the number of students participating in this transportation program.

2. MCISD's obligations:

- a. MCISD shall provide transportation to participating students from MCISD facilities to BGCM facilities;
- b. MCISD shall provide BGCM invoices at the end of each semester reflecting the additional transportation costs (mileage, fuel, etc.) incurred as a result of its transportation of MCISD students to BGCM facilities;
- c. MCISD will not be required to increase its expenses under this agreement by reason of monetary shortfall or increased expenses on the part of BGCM, nor shall any officer, employee, or agent of MCISD be authorized to make expenditures related to this agreement other than as set forth herein, or as agreed upon in writing and duly authorized by MCISD and BGCM.

3. General Provisions

- a. MCISD and BGCM agree and understand that the parties have no interest in each other's operations, facilities, employees, or funds, other than as set forth in this agreement.
- b. Under no circumstances shall this Agreement be construed to create an employment relationship between MCISD and any employee, volunteer, agent, officer, or member of BGCM.
- c. BGCM will indemnify and hold harmless MCISD, its officers, employees, agents, successors and assigns from any and all suits, claims and actions of every kind by reason of breach, violation or non-performance of any term or condition on the part of BGCM herein, and further agrees to indemnify, hold harmless, and defend MCISD, its Board members, officials, and their respective employees from and against all claims and suits for injuries to persons (including death), property damages or loss, and expenses, including court costs and attorney's fees, arising out of or resulting from the BGCM's use of any District property or facility.
- d. The Term of this Agreement shall be for one-year with the option to renew for two additional one-year terms following execution by authorized representatives of each party.
- e. MCISD may terminate this agreement at any time, for any or no reason, upon 14 calendar days' written notice to BGCM.
- f. BGCM may terminate this agreement for cause due to material breach by MCISD upon 30 calendar days' written notice, except that MCISD shall be given the opportunity to cure the breach within such 30 days.
- g. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.
- h. MCISD and BGCM waive all rights to attorney fees under Tex. Loc. Gov't Code §271.153.
- i. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the uses and services contemplated under this Agreement.

- j. In accordance with Texas Government Code section 2270.002, BGCM verifies that it does not boycott Israel and will not boycott Israel during the term of this contract and does not discriminate against firearm entities and firearm trade associations.
- k. This Agreement represents the entire Agreement among the Parties and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

Signed:

  
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Mission Consolidated Independent School District

8-2-23

\_\_\_\_\_  
Date

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Boys and Girls Club of Mission

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Date