

**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 in grade 6 and under who might otherwise be financially unable to participate; **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;

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

**WHEREAS**, MCISD has the facilities and resources to enable BGCM to host additional events that would be of benefit to MCISD students;

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

**BGCM's Obligations:**

- a. BGCM will host various events on mutually agreed-upon dates (the "Events," further described in Appendix A).
- b. Each Event will occur at an MCISD facility (identified in Appendix A) which will be rented to BGCM in accordance with MCISD policy GKD(LOCAL);
- c. BGCM will comply with all MCISD policies and procedures regarding outside use of MCISD facilities (specific attention is drawn to the requirements of MCISD policy series GKD, though all MCISD policies applicable to outside use of District facilities must be followed);
- d. BGCM will purchase and provide trophies/ribbons/participation materials for the Event participants at BGCM's discretion;
- e. BGCM will provide, free of charge to student participants of the Events, membership in the Boys and Girls Club of Mission;
- f. BGCM will provide staff to organize, plan, and run the Events, with the assistance and support of MCISD personnel as needed at each Event;
- g. BGCM will be responsible for procuring all supplies needed for each Event, except that MCISD may loan, as part of the facility rental by BGCM but at MCISD's discretion, certain equipment MCISD owns for the Events; and
- h. BGCM will provide MCISD a list of student participants at each Event, including the total number of participants, after the conclusion of the Event.

**MCISD's Obligations:**

- a. MCISD will pay BGCM a flat fee of **\$0** for the services provided by BGCM herein;

- b. **Payments shall be made [in equal monthly installments of...]**
- c. MCISD personnel will supervise and assist BGCM and student participants in their use of MCISD's facilities for the Events;
- d. MCISD will waive rental fees as established in MCISD policy for BGCM's use of the facilities for the Events;
- e. 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.

**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 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. In the event of a termination by MCISD, the BGCM shall be entitled to a pro-rated fee which shall be calculated by multiplying the total fee by the percentage of tournaments as listed in Appendix A that have been completed as of the date of the termination. This recovery shall be the sole remedy available to BGCM. **[If there is an election to handle payment of fees in a different way such as per-event, then this will need to be modified.]** *Services do not require payment.*
- 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. The parties agree to comply fully with all applicable federal, state, and local statutes, rules, and regulations in connection with the services contemplated in this Agreement.
- h. 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 portion shall remain valid and in full force and effect to the fullest extent possible.
- i. MCISD and BGCM waive all rights to attorney fees under Tex. Loc. Gov't Code §271.153.
- j. 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.
- k. 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.

- l. 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.
- m. **BGCM is responsible for reimbursing Mission CISD for any security services provided.**

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**Mission Consolidated Independent School District**

By: Cris Valdez  
Cris Valdez, Ed. D.  
Interim Superintendent of Schools

Date: 9-18-2024

ATTEST: Joel Garcia  
Joel Garcia, CPM  
Deputy Superintendent for Business and Support Services

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**City of Mission Boys and Girls Club of Mission**

By: \_\_\_\_\_  
Norie Gonzalez Garza, Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Anna Carrillo, City Secretary

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**Enclosures:**  
Appendix A: MCISD Calendar of Events

**Mission Consolidated Independent School District  
2024-2025 in Partnership with Boys & Girls Club of Mission  
Activities-3rd-6th**

Month/Date	Activity/Schools	Grade Level	Time	Location
<b>SEPTEMBER</b>	<b>VOLLEYBALL-G</b>			
25	VMHS FEEDER	3rd-5th Girls	6:00-8:00 pm	VMHS Gym
26	VMHS & MHS FEEDER	6th-Girls	6:00-8:00 pm	MHS Gym
<b>OCTOBER</b>	<b>VOLLEYBALL-G</b>			
5	MHS FEEDER	3RD-5TH Girls	9:00-11:00 am	MHS Gym
<b>OCTOBER</b>	<b>CROSS COUNTRY</b>			
19	VMHS & MHS FEEDER	3rd-6th, G & B	8:30-9:30 am	VMHS Field
<b>NOVEMBER</b>	<b>BASKETBALL</b>			
11	VMHS FEEDER	3rd-5th Girls	6:00-8:00 pm	VMHS Gym
11	MHS FEEDER	3rd-5th Girls	6:00-8:00 pm	MHS Gym
18	VMHS FEEDER	3rd-5th Boys	6:00-8:00 pm	VMHS Gym
18	MHS FEEDER	3rd-5th Boys	6:00-8:00 pm	MHS Gym
<b>DECEMBER</b>				
9	VMHS/MHS FEEDER	6th Girls	6:00-8:00 pm	MHS Gym
16	VMHS/MHS FEEDER	6th Boys	6:00-8:00 pm	VMHS Gym
<b>FEBRUARY</b>	<b>SOCCER</b>			
24	MHS FEEDER	3rd-5th Co-Ed	6:00-8:00 pm	MHS Fields
24	VMHS FEEDER	3rd-5th Co-Ed	6:00-8:00 pm	VMHS Fields
<b>MARCH</b>	<b>FLAG FOOTBALL-B</b>			
1	MHS FEEDER	3rd-5th Boys	8:30-10:30 am	MHS Field
8	VMHS FEEDER	3rd-5th Boys	8:30-10:30 am	VMHS Field



**\*\*VMHS FEEDER- Bryan, Castro, Mims, Midkuff, Salinas, Alton**

**\*\*MHS FEEDER- Cavazos, Cantu, Waitz, Escobar-Rios, Marcell, O'Grady, Leal, Pearson;**

**\*\*VMHS & MHS FEEDER-6th - KWhite JHS, Mission JHS, Alton Memorial JHS, Rafael Cantu JHS**

**(G)-Girls, (B)-Boys, VMHS-Veterans Memorial High School; MHS-Mission High School; Co-Ed- girls and boys combined**

**Note: month/date/activity/grade level/time/location is subject to change:**

**Mission CISD HPE Coordinator: Martina Carrillo & Boys & Girls Club of Mission Director: Rick Venecia**