

**AGREEMENT BETWEEN THE CITY OF MISSION AND
THE BOYS AND GIRLS CLUBS OF MISSION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Agreement is made and entered into by and between the City of Mission, Texas, a home-ruled municipal corporation organized under the laws of the State of Texas (“City”) and the Boys and Girls Clubs of Mission, Inc. (“BGCM”), a nonprofit corporation organized under the laws of the State of Texas.

WHEREAS, BGCM is an independent nonprofit organization that provides youth services to families and children residing with the City of Mission and seeks to improve the quality of life for residents of Mission; and

WHEREAS, the City of Mission has previously provided operational and administrative services to BGCM, such as HR services and payment processing services, to assist BGCM with its administrative functions; and

WHEREAS, the City of Mission desires to assist the BGCM with its mission and activities and to define such assistance as stated herein this Agreement; and

WHEREAS, the City and the Board of Directors of BGCM have mutually determined that the City providing certain administrative services to the BGCM will be mutually beneficial to both entities.

WHEREAS, in the event that the BGCM ceases to operate as a nonprofit organization in good standing, fails to substantially perform its charitable mission, or dissolves, the City shall have the right, but not the obligation, to assume ownership, management, and/or control of the Organization’s facilities, programs, and assets. The Organization agrees to cooperate fully in effectuating such transfer upon written notice by the City, solely to ensure continuity of community services consistent with the Organization’s original mission.

NOW THEREFORE, the City and BGCM hereby agree as follows:

1. **Services**

The City shall provide the following exclusive list of services for BGCM:

- a. City of Mission shall provide BGCM funding in the amount of \$700,000 each fiscal year that this agreement is in effect, and subject to appropriation, for administrative and utility expenses.
 - i. Funding is contingent upon BGCM’s continued compliance with all reporting and performance requirements as established by the City, including submission of quarterly performance reports detailing program outcomes and participant metrics, an annual financial report, and a copy of BGCM’s annual IRS Form 990.

- b. BGCM Personnel shall be employees of the City of Mission which will continue to provide benefits to employees, where human resources will continue to process employees, including onboarding new hires, background checks, new hire orientation, and employee discipline including termination.
- c. The City Council's approval of this Agreement constitutes authorization for the City to identify and transfer ownership of specific fixed assets located at BGCM sites that are determined by the City Manager, in consultation with the Finance Director, to be essential and reasonably necessary for the continued operations of the BGCM. The City shall retain sole discretion to identify, classify, and approve which assets qualify as operationally necessary. Any asset not deemed essential for BGCM operations shall remain property of the City of Mission.
- d. Accounting and financial services:
 - i. BGCM shall maintain a bank account that is separate from any City of Mission bank account.
 - ii. BGCM shall create and manage its own purchasing, procurement and investment policies.
 - iii. BGCM shall continue to have view-only access to the City's Incode system, solely for auditing purposes as required for annual reporting, and only until such time as the system is no longer needed and BGCM has fully transitioned to its own accounting system, unless otherwise required and approved by the City's Finance Director and City Manager. All access shall remain subject to the City's IT security and access control policies.
 - iv. BGCM shall approve and submit approved timesheets for payroll, and City shall continue to process BGCM payroll for insurance and benefits.
 - v. BGCM shall, upon request by City, make available all accounting and financial documents, records, audits, to City for review.
- e. Requirements for governance:
 - i. The Bylaws and Articles of Incorporation of the Organization shall be amended within sixty (60) days to provide that if the Organization ceases to operate as a nonprofit organization in good standing, fails to substantially perform its charitable mission, or dissolves, the City of Mission shall have the right, but not the obligation, to assume ownership, management, and/or control of the Organization's facilities, programs, and assets. The Organization shall cooperate fully with the City to effectuate such transfer upon written notice, solely to ensure continuity of community services consistent with the Organization's original charitable mission.
 - ii. The Organization shall provide written confirmation to the City, certified by its Board of Directors or Secretary, that these amendments have been adopted and filed with the appropriate state authorities within the sixty (60) day period.
 - iii. The Organization shall establish an internal protocol/procedure to ensure Board members are fundraising as a part of their Board responsibilities.
 - iv. The Organization will be required to have a minimum of one (1) ex-officio

member to be a council member, or another member of the public at the council's discretion.

2. Consideration

BGCM will be authorized use of city facilities, athletic fields, and other areas approved by City for programming, events, and other club related events and activities.

3. Term

The term of this Agreement shall be from October 1, 2025, to September 30, 2026.

4. Notice

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Mission Attention:
City Manager
1201 E 8th St.
Mission, Tx 78572

Boys & Girls Club of Mission Attention:
President, Board of Directors
209 W 18th St.
Mission, Tx 78572

5. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the BGCM and shall not be construed to confer any benefit or right upon any other parties.

6. Indemnification

To the maximum extent allowed by law, BGCM agrees to and shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of BGCM, its agents, officers and employees. BGCM agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

7. Limitation of Liability

BGCM agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

8. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

9. No Waivers

No failure or delay of the City, in any one or more instances in exercising any power, right, or remedy under this Agreement shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy.

10. Dispute Resolution

If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of both Parties. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute. The law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs

11. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements between the City and BGCM, whether written or oral.