

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, the City of Mission, a Texas home-rule municipal corporation, by and through its 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 meals services under Texas Department of Agriculture sponsored Child and Adult Care At-Risk Supper meals; 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 and meal programs, 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.
- e. BGCM agrees to comply with all Texas Department of Agriculture training and meal counting requirements and claiming requirements in order to receive no charge meal services. BGCM will

be responsible for all counting and claiming requirements and, if not compliant will pay the required adult meal price for any unallowable meals not in compliance.

f. 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.

g. BGCM shall comply with all City of Mission Food Permit requirements and Food Establishment Requirements to include Food Handler permits for staff handling food.

h. BGCM agrees to allow MCISD Child Nutrition personnel and Texas Department of Agriculture auditors access to BGCM facilities for audit purposes as required.

i. BGCM agrees that MCISD will be the sole provider of afterschool meals during the school calendar days.

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.

d. MCISD will provide menus that comply with Texas Department of Agriculture Child and Adult Care At-Risk supper program, to include any requested special diet needs.

e. MCISD will provide training, required postings, and monitoring visits to comply with Texas Department Child and Adult Care At-Risk supper program.

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 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. However, the parties agree that the authority of the City of Mission, by and through BGCM, to indemnify and hold harmless a third

party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

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:

Carolina "Carol" G. Perez, Ed. D

Superintendent of Schools
Mission Consolidated Independent School District

Boys and Girls Club of Mission

Date

Date

Reviewed and Approved by Mission CISD

Joel Garcia, CPM
Assistant Superintendent for Finance
Mission Consolidated Independent School District