

**INTERLOCAL AGREEMENT
BETWEEN
THE ACADEMY INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF TEMPLE, TEXAS
FOR PROVISION OF DAY CAMP PROGRAM**

This agreement is made the _____ day of _____, 2024 by and between the Academy Independent School District (the "AISD"), an independent school district in the State of Texas, and the City of Temple (the "City"), a Texas home rule municipality, acting through its Parks and Recreation Department, for the purposes, mutual promises, and consideration expressed herein.

WHEREAS, the AISD and the City are both local governmental entities organized under the laws of the State of Texas and authorized under Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, to contract with each other for the performance of governmental functions;

WHEREAS, a need has been identified in the AISD for day camp program, called Bee Camp (or the "Program,") to be offered on select Fridays throughout the 2024 - 2025 school year when school is not in session;

WHEREAS, the City of Temple Parks and Recreation Services Department has proposed a method of fulfilling that need;

WHEREAS, students and parents in the AISD, and the citizens of Temple, benefit from such a program;

WHEREAS, the governing bodies of the governmental entities party to this Agreement have considered this Interlocal Agreement and deem it in the best interest of the public;

NOW, THEREFORE, the AISD and the City agree as follows:

I. PROGRAM

The City will sponsor and administer the Bee Camp Program on select Fridays, further identified on the school calendar, attached hereto as Exhibit A and incorporated herein for all purposes, at Academy Elementary School.

In consideration for the City's provision of these services, the AISD hereby waives all fees from the City during the times the Program is conducted at the AISD facilities and will reimburse the City at a rate of \$17.00 per day, per child enrolled in the Program, to be invoiced and paid to the City monthly.

AISD will refer current AISD employees for employment by the City as staff for the Bee Camp. The City reserves the right to deny application for employment as Bee Camp staff, and nothing contained herein is a guarantee of employment of any individual referred by AISD to be employed as camp staff. AISD agrees to recruit and refer sufficient staff to operate the Bee Camp Program and that the offering of this Program is contingent upon adequate staffing. The City is not responsible for recruiting, marketing, finding or otherwise providing staffing services. If AISD is not able to provide sufficient staffing to operate the Program, the City reserves the right to terminate this Program and this Agreement immediately.

The City will provide a site leader to oversee the day-to-day operations of the Program and will cover the costs of staffing, supplies, and other expenses for operating the Bee Camp, subject to the reimbursement requirements outlined herein.

II. HOURS

The Program will be conducted on select Fridays during the 2024 - 2025 school year, as identified on Exhibit A. The Program will operate from 7:30am to 4:30pm on the identified Fridays when school is not in session

III. PROGRAM FEE

The City will cover the operating costs of the Program and the AISD will reimburse the City at a rate of \$17.00 per day, per child enrolled in the Program to be invoiced and paid to the City monthly. AISD will collect the program fees from each participant. The Superintendent and the City have jointly set the cost of the Program at an amount sufficient to cover operation of the Program.

IV. AVAILABLE PROGRAM AREAS

The areas available for use by the City for provision of the Program will be as agreed to by the City and AISD Administration. In the event that the City and the AISD Administration are unable to agree, the AISD Administration will determine the areas to be used by the City, provided, however, at a minimum the following areas of the AISD facilities will be included in the areas available to the City during Program hours:

1. Outdoor play area;
2. Stage;
3. Cafeteria;
4. Gymnasium;
5. Restroom facilities;
6. Water fountain;
7. Storage space (if available); and
8. Flow areas between above-specified spaces.

The AISD reserves the right to utilize the foregoing areas, for either school purposes or for other childcare programs, and the City understands that this agreement does not constitute an exclusive license to the City for the use of said areas.

The City will be responsible for securing all areas used at each facility at the end of each day the Program is held at an AISD facility.

The City will provide the following equipment, services, and/or facilities, if necessary:

1. Moveable storage unit(s); and
2. General cleaning of Program areas.

The AISD will designate an area in each facility for the placement of City-provided equipment and/or facilities.

V. COSTS

The City will bear all costs associated with initiation and provision of the Program, including, without limitation, the cost of obtaining necessary licenses, materials, and staff, provided, however, that AISD will support the city in staffing (teachers, teachers aides, etc.) as City of Temple employees.

VI. STANDARDS AND LICENSING

The Program is exempt from regulation by the Texas Department of Family and Protective Services, pursuant to Texas Human Resources Code §42.041(b)(14) and as codified in Texas Administrative Code §745.115(3). Texas law exempts elementary age (5-13 years old) recreation programs for children that meet the following criteria:

- A) A municipality operates the program; and
- B) The governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs; and
- C) The program provides these standards to the parents of each program participant; and
- D) The ordinance includes, at a minimum, the child/caregiver ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and
- E) The program informs the parents that the state does not license the program; and
- F) The program does not advertise itself as a childcare facility.

The City agrees that this Interlocal Agreement is conditioned on its compliance with the requirements as set forth in §42.041(b)(14), Texas Human Resources Code.

VII. STUDENTS

PARTICIPATION

The number of students permitted to participate in the Program will be one Program staff for each fifteen children. Access to the Program will not be denied because of race, color, sex, national origin, or handicapping condition.

Each student's participation in the Program is completely voluntary. Neither the AISD nor the City will coerce parents or students to participate in the Program.

DAILY RESPONSIBILITIES

The City will be responsible for the students participating in the Program upon the student's arrival at the facility's Program area.

The City will abide by and enforce standard school rules, including, without limitation, rules requiring walking in the halls and keeping the facilities clean. The City will also establish rules for behavior for students participating in the Program.

The City will take attendance each day of the Program.

The City will keep all students participating in the Program in the areas designated unless such students are accompanied by staff.

VIII. PROMOTION AND PUBLIC RELATIONS

AISD will be responsible for promoting the Program and recruiting students to participate in the Program. The City will assist as applicable.

The City will contact parents of students as necessary and will encourage parent involvement.

The City will hold conferences with AISD Administration on a regular basis to discuss the progress, success, and any problems in the Program.

IX. STAFF

Training, supervision, and compensation of all Program staff will be the sole responsibility of the City, provided, however, that AISD will assist in recruiting and supplying personnel to staff the Program. The City agrees that the AISD has the right to deny any City staff member access to AISD facilities and/or students in the event the AISD determines that such staff member(s) poses a safety risk to AISD students. In the event such a situation exists, the AISD agrees to give the City notice of the denial of privileges as soon as practical.

X. INSURANCE AND INDEMNIFICATION

During the term of this Agreement, and any extensions thereof, the City and AISD will maintain comprehensive general liability insurance in the amount of one million dollars (\$1,000,000.00). Prior to the initiation of the Program, the Parties will furnish the other with a valid current certificate of insurance evidencing the above coverage. The policies will be endorsed with an 'indemnity under contract' endorsement in favor of the other Party. The limits of liability shown for each type of insurance coverage to be provided by the Parties pursuant hereto will not be deemed to constitute a limitation of the Parties liability for claims hereunder or otherwise. Nothing contained herein shall be construed to waive the City's governmental immunity. Each Party shall indemnify the other Party, the extent allowable under Texas law, for damage or injury arising from its gross negligence and willful misconduct, including that of its employees, agents and officials. The AISD will indemnify the City for any premises defects.

XI. TERM; TERMINATION

This Agreement will begin on the day set forth above and will expire on the last school day of the 2023-2024 school year, at which time the parties may extend or renegotiate the Agreement by mutual consent.

Either party may cancel this agreement with 30 days written notice for failure by either party to comply with any of the conditions of this agreement. The canceling party will provide written documentation of any non-compliance and a reasonable time for correction.

If AISD does not provide sufficient staffing to operate the Program, the City in its sole discretion, may terminate this Agreement immediately.

XII. NO WAIVER OF IMMUNITY

No provision of this Agreement is a waiver of sovereign immunity from suit or liability, and no provision of this Agreement is a waiver of any public official, employee, or volunteer immunity. The City and the AISD expressly retain all immunities provided to governmental entities, their officials, employees and volunteers as those immunities now exist or may exist in accordance with the law of the State of Texas.

XIII. MODIFICATIONS

This Agreement may be modified by written approval of the Academy Independent School District Board of Trustees, or its designee, and the City of Temple or its designee.

XIV. ENTIRE AGREEMENT

This document is the Final Agreement of the parties hereto. There are no representations or promises between the parties other than those set out herein.

XV. APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

XVI. MULTIPLE ORIGINALS

This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

XVII. AUTHORITY AND EXECUTION

The undersigned warrants that he r she is duly authorized to execute this Agreement on behalf of the entity named.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the dates stated.

ACADEMY INDEPENDENT SCHOOL DISTRICT

Calvin Eshbaugh, Board of Trustees President

Date: _____

Darla Nolen, Superintendent

Date: _____

CITY OF TEMPLE

Timothy Davis, Mayor

Date: _____

Brynn Myers, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jana Lewellen, City Secretary

City Attorney's Office