

**AGREEMENT BETWEEN  
THE CITY OF SEGUIN AND  
THE SEGUIN INDEPENDENT SCHOOL DISTRICT  
2019**

It is agreed that the City of Seguin, Texas (hereinafter "CITY") and Seguin Independent School District (hereinafter "SISD") do hereby agree to provide the Just for Kids Summer Day Camp program (hereinafter "**Day Camp**") on the following terms and conditions:

**PREAMBLE**

**Whereas**, this agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and

**Whereas**, the purpose of this agreement is to continue the CITY'S operation of the Day Camp within selected SISD facilities; and

**Whereas**, the CITY is responsible for the management of the Day Camp to be implemented at Alvin J. Briesemeister Middle School or an alternately available campus; and

**Whereas**, SISD is providing activity space and storage space, bus transportation; and

**Whereas**, the governing bodies of each party find that the Day Camp described in this agreement is necessary for the public, and that each party has the legal authority to provide or perform the functions and services contemplated by this Agreement, and that the provisions or performance of such functions and services is in the common interest of the parties hereto; and

**Therefore**, consideration of mutual promises set forth herein, including the recitation set forth above, the parties agree as follows:

**AGREEMENT**

ACCORDINGLY, the parties agree as follows:

**I. BASIC SERVICES**

A. CITY shall provide the following:

1. Camp Counselors to supervise and conduct activities for enrolled children from 6 through 11 years of age;
2. Training for all camp counselors, including training in first-aid, CPR and security/safety;
3. Recreational supplies for games and activities and first-aid supplies;
4. Reimbursement to SISD for bus transportation cost;
5. Scholarships.

B. SISD shall provide the following:

1. Gym, cafeteria, playground, restrooms, and up to 2 classrooms;
2. Storage space for program supplies;
3. Bus transportation to scheduled field trips, including the Wave Pool. (contracted service)

II. FUNDING AND COSTS

- A. CITY shall pay all customary and usual out-of-pocket costs and expenses incurred in the normal operation of the Day Camp; however, in no event shall SISD be liable for any expense other than that incurred in providing the facilities, including the cost of electricity. Each party paying for functions or services shall make those payments from current revenues available to the paying party.
- B. The City shall pay to SISD 25% of the net revenue, if any, received by the City for the operation of the Day Camp. This payment will be made by March 31, 2020. Should the Day Camp lose money, then SISD agrees to pay the same percentage of the loss to the City within ninety (90) days after receiving the City's Day Camp accounting.

III. PERSONNEL

All volunteers and employees shall be given, and pass, a drug screen and a "criminal history check" before being allowed to begin any Day Camp duties.

IV. MISCELLANEOUS PROVISIONS

- A. This Agreement shall expire on the last day before school starts of August 2019. Either party may cancel it by giving 30 days written notice to the other party at their respective official address.
- B. Operation of the Day Camp at SISD facilities will begin on June 10, 2019, and continue through August 9, 2019. Day Camp counselors arrive before camp begins at 7:30 a.m. and will continue to be present through 5:30 p.m., the time that the Day Camp closes.
- C. It is agreed that neither Party waives any immunity, which it currently has or may obtain from liability and or suit.

**By entering this agreement, the parties do not create any obligation, express or implied, other than those set forth herein and this agreement shall not create any rights in third parties.**

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
*Superintendent-Seguin Independent School District*

By: \_\_\_\_\_  
*City Manager-City of Seguin*

**SISD/CITY OF SEGUIN COOPERATIVE PROGRAM**  
**2019 JUST FOR KIDS SUMMER DAY CAMP**

**Program Description:** The Just for Kids Summer Day Camp is offered for students ages 6-11. The Day Camp provides children the opportunity to participate in recreational games and sports, field excursions and tours as well as daily Wave Pool visits.

There are eight (8) 1-week sessions that comprise the Day Camp schedule beginning June 3, 2019 and ending August 2, 2019 (with utilization of SISD facilities ending August 9, 2019). Camp staff arrives at 7:15 a.m. at a SISD cafeteria or gymnasium (Alvin J. Briesemeister Middle School cafeteria or gymnasium) and children are to be picked-up by 5:30 p.m. at the Seguin Wave Pool or other specified location (Monday's and Friday's at Alvin J. Briesemeister Middle School campus).

**SISD Commitment to the Program:** As set forth in the Interlocal Agreement the SISD shall provide the following:

<b><u>Cost Projections to SISD:</u></b>		<b><u>2019</u></b> (Projection)	<b><u>2018</u></b> (Actual)
(A)	Facility Usage (gym, cafeteria, playground, up to 2 classrooms, restrooms, storage space, cleaning supplies and utility costs) (*40 days x \$300/day).....	\$12,000.00 (40 days)	\$12,000.00 (40 days)
(B)	<b>Total</b> .....	<b>\$12,000.00</b>	<b>\$12,000.00</b>