

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF CORPUS
CHRISTI AND CALLEN INDEPENDENT SCHOOL DISTRICT
FOR THE LATCHKEY PROGRAM

This agreement is entered into between the City of Corpus Christi, a Texas municipal corporation ("City"), acting through its duly authorized agent, City Manager, and Calallen Independent School District ("District"), acting through its duly authorized agent, Superintendent, for purposes of the Texas Intergovernmental Cooperation Act, Government Code, Chapter 791, to achieve efficiency in meeting intergovernmental responsibilities.

WHEREAS, the City is sponsoring an after-school child care and activities program for those elementary students who meet Latchkey's participant guidelines and who attend schools with Latchkey sites during the District school year which is approximately August of each year through June of the following year using several of the District's school campuses; and

WHEREAS, the City is sponsoring the Latchkey Camps during the District's summer months which begin approximately June of each year and continue through August of the same year for those elementary students who meet Latchkey's participant guidelines; and

WHEREAS, the District agrees to provide building, playground facilities, utilities, and janitorial services for the Latchkey program and Latchkey Camps, collectively defined as "Latchkey Program"; and

WHEREAS, both parties endeavor to provide a safe after-school and summer vacation environment for Calallen ISD students;

NOW, THEREFORE, the City and District, in consideration of the mutual covenants contained herein, agree as follows:

1. **District Responsibilities.** The District shall have the following obligations and responsibilities under this Agreement:
 - a. District agrees to provide building and playground facilities for the Latchkey Program operated by the City during Latchkey's full hours of operation sufficient to meet latchkey program guidelines. This includes building utilities such as water, gas, electricity and access to telephones as required by Childcare Licensing; use of tables, chairs, televisions and vcr/dvd; and access to restrooms and playground facilities.
 - b. District agrees to conduct site inspections to determine compliance with applicable safety codes. This includes yearly fire and gas line inspections and continual monitoring and repair of alarm systems and safety equipment.
 - c. District agrees to provide health care supplies, including lined trashcans, paper towels and toilet paper for each site.

d. District agrees to provide after-program custodial maintenance, including the emptying of trash containers, the sweeping and mopping of floors and spray waxing of furniture as needed.

e. District agrees to provide at least 48 hours advance notice to the City if Latchkey is to be moved to a different area of the building. Space must be in compliance with State licensing requirements.

2. **City Responsibilities.** The City shall have the following obligations and responsibilities pursuant to this Agreement:

a. The Latchkey staff is responsible for administration of the entire Latchkey Program, including, but not limited to:

- (1) Setting and collecting fees;
- (2) Preparing and enforcing rules and regulations related to student discipline;
- (3) Hiring and training of staff;
- (4) Ensuring compliance with established program guidelines.
- (5) Determining maximum number of Latchkey Program attendees at each site.

b. City will be responsible for the repair to the facility or repair or replacement of equipment that is damaged or lost during the Latchkey Program. The decision as to repair or replacement of a damaged or lost item shall be mutually agreed upon by the City and District. City will reimburse District, for the damage or loss, at current market value. District will provide proof of value, of damaged or lost items, by providing City any or all of the following: fixed asset records, purchase order or copies of invoice.

c. City shall continue site inspections to determine compliance with health and safety codes. Latchkey staff will cooperate with school site personnel to monitor the site for a determination of and response to health and safety hazards.

d. City shall be responsible for all Latchkey Program activities including arts and crafts and structured recreational play. This includes storing such materials at the sites where space allows.

e. During the Latchkey program, the City shall provide the following cleaning services: cleaning the tops of tables; placing trash in trashcans; cleaning chairs; placing chairs under tables; and returning furniture or fixtures to their original arrangements. For safety purposes, Latchkey personnel will be instructed to not place chairs on tops of tables.

3. **Term.** This first term of this agreement begins on date of last signature and continues for one year. Thereafter, unless previously terminated as provided herein, this agreement renews automatically for successive annual terms.

4. Termination. This Agreement may be terminated by any of the following occurrences:

- A. By mutual agreement and consent of the City Manager and of District Superintendent.
- B. By either party upon written notice to the other party at least 60 days prior to the start of the District school year.
- C. By either party upon the failure of the party to fulfill its obligations as set forth in this Agreement, upon thirty days notice and opportunity to cure.

5. Uses of District Information and Records by the City.

The City may, from time to time, have access to, and use of, confidential student information obtained from the District for the sole purpose of the assistance of District students' participation in the Latchkey Program. For students with special education requirements, the District will share information and records with the City regarding said students to ensure that the City's Latchkey Program employees are aware of any individual education plans or special needs for such students, so that appropriate accommodations may be made for such students. The City shall not release or disclose to the public or any third party student information or records without the prior written consent of the parent(s) of the minor in question, except as required by state or federal law. Each party shall take all steps necessary to ensure that the student information and records are viewed only by authorized representatives of the City for the permissible uses stated herein. Said information is considered confidential, and shall not be used by the City or its employees for private purposes

6. Expenses. Expenses incurred through Latchkey Program activities are the City's responsibilities. Facility and site expenses are the District's responsibilities. All funds expended by either party to fulfill obligations under this Agreement will be from currently available revenue at the time of each party's expenditure.

7. Licensing. City will maintain all licenses as may be required by the State of Texas. Monitors for Latchkey sites may make random visits to determine compliance with State guidelines.

8. Sites. The attached *Exhibit A* reflects the currently approved Latchkey sites. Before the start of new school year Latchkey Program, and before the start of summer Latchkey Program, the City and District shall meet to identify and mutually agree upon possible Latchkey program locations. Site selection is based on need for services as determined by community survey(s) and by availability of required space and fixtures. Selection is also based on access to restrooms, janitorial service availability, and other criteria as determined by the Parks and Recreation Department of the City and the District. Current space requirements are 30 square feet of indoor play space per child. If the City is cited for licensing violations that are due to Facility non-compliance issues, the City reserves the right to cease operating the Latchkey Program at that site based upon the compliance date established in the citation unless District chooses to remedy the non-compliance at its cost or allows City the right to implement non-structural remedies at its cost.

9. Liability. To the extent permitted by law, neither party shall be responsible to the other for personal injuries, losses, claims or demands caused by the acts or omissions, if any, of such party

or its agents, employees, contractors, patrons, guests, licenses or invitees related to City conducting the Latchkey Program at Calallen ISD sites. Liability, if any, of either party shall be that prescribed by the laws of the State of Texas.

10. Limitation on Location. Notwithstanding, section 6 above, all activities conducted in accordance with this Agreement must be conducted exclusively on a school campus of the Calallen Independent School District pursuant to this Interlocal Agreement.

11. Public Hearings. District will comply with Section 33.902 of the Education Code, as applicable, which requires a district with student population of more than 5,000 to conduct two public hearings a year, to discuss the need for and availability of child care before, after, or both before and after the school day and during school holidays and vacations for the district's school-age students. The public is notified of the hearings through advertisements in the Corpus Christi Caller-Times and press release distributed to the media.

12. Control of Facilities and Announcements. District does not give up ultimate control of the facilities and retains the right to enforce all necessary laws, rules, and regulations, as well as the right to make announcements as District may deem necessary in the interest of public safety. City will cooperate and cause its agents and employees to cooperate with delivery of such announcements.

13. Non-Assignment. Neither this Agreement, nor any interest therein, is assignable without the prior written consent of the other party.

14. Entire Agreement. This Agreement contains and incorporates the entire agreement of the parties and supersedes any and all prior or written agreements, arrangements or understandings between the parties with respect to the subject of this agreement. This agreement may be amended or modified only by an agreement in writing signed by both parties.

15. Programmatic Changes. If City and District staff determines that programmatic changes are necessary that add additional responsibilities, the City Manager and the District's Agent must mutually agree to the changes before they are implemented. Programmatic changes that do not add additional responsibilities may be implemented by either party upon prior written notice to the other of the proposed change.

16. Notices. All notices required hereunder shall be sent to the parties at the following addresses:

Parks and Recreation Department
City of Corpus Christi
P.O. Drawer 9277
Corpus Christi, Texas 78469-9277
Attn: _____

Calallen Independent School District
Attn: Superintendent
4205 Wildcat Drive
Corpus Christi, Texas 78410

17. Effective Date. This Agreement is dated and effective on date of last signature, which is _____ 2015.

CITY OF CORPUS CHRISTI

City Manager

Legal form approved on Aug. 14, 2015;

By: Lisa Aguilar

Lisa Aguilar, Assistant City Attorney
For the City Attorney

CALLEN INDEPENDENT SCHOOL DISTRICT

By: Arturo Almendarez
Dr. Arturo Almendarez, Superintendent

Date: 8-5-15

EXHIBIT A
Calallen Independent School District

Calallen East
3709 Lott Ave.
Corpus Christi, TX 78410

Magee Intermediate
4201 Calallen
Corpus Christi, TX 78410

Wood River Primary
15118 Dry Creek Dr.
Corpus Christi, TX 78410