

# **INTERLOCAL AGREEMENT BETWEEN LEE COLLEGE AND THE CITY OF BAYTOWN FOR HUMANE HEROES SUMMER CAMPS**

1. **Parties.** This INTERLOCAL AGREEMENT is made and entered into by and between the Lee College District (the “District”), whose address is 511 South Whiting, Baytown, TX 77520, and the City of Baytown (the “City”), whose address is 2401 Market Street, Baytown 77520.

2. **Purpose.** The purpose of this INTERLOCAL AGREEMENT is to establish the terms and conditions under which the District and the City will collaborate to offer summer camps for kids via the Humane Heroes program. The Humane Heroes program is designed to educate and inspire children about animal welfare, environmental stewardship, and community service. Through interactive activities, hands-on experiences, and educational sessions, the program aims to foster a sense of responsibility and compassion in young participants. This agreement aims to enhance community education and engagement by providing enriching summer camp experiences for children.

3. **Term of INTERLOCAL AGREEMENT.** This INTERLOCAL AGREEMENT is for 12-month duration effective May 1, 2025, and ending April 30, 2026. This INTERLOCAL AGREEMENT may be terminated, without cause, by either party upon thirty (30) days’ advance written notice, which notice shall be delivered by hand or by certified mail to the address listed above

4. **Responsibilities of the District.**

- Collaborate on the development and execution of camp activities and programs.
- Ensure that all registered students and parents sign all necessary waivers, and provide a copy to the shelter.
- Provide instructional space for two days, per camp.
- Promote the summer camps through various marketing channels to ensure maximum participation.
- Develop and produce co-branded marketing collateral for use in Kids at College marketing campaigns.
- Manage enrollment and collection of registration fees and scholarship funds for campers.
- Monitor class enrollments and cancel classes as needed.
- Notify students and instructors of canceled classes.
- Share marketing links and materials with the City of Baytown as they are created.
- Provide an assistant to help the campers and assist the animal tech. The assistant will have general skills for educating children but no special skills with animals. The assistant will be responsible for taking attendance when campers arrive and when they are picked up.
- Communicate plans to ensure parents will drop off and pick up their children at the college for the first two days, and will drop them off and pick them up from the shelter for the last two days.
- Provide lunch and/or a snack to the campers for all four days.

- Ensure that campers observe all rules and regulations of the college while at the college, and cover them under college insurance policies for any accidents that occur at the college to the extent allowed by law.

**5. Responsibilities of the City's Employees and Council Members.**

- Collaborate on the development and execution of camp activities and programs.
- Provide Lee College with the volunteer waiver form to allow participants to interact with animals in their care, along with a photo, video, and audio release.
- Provide instructional space for two days, per camp.
- Provide staff to manage the animals while they are on the college campus.
- Provide staff to provide instruction for all four days.
- Bring animals to the college for the college's two days, and be responsible for the animals while they are on college property.
- Not responsible for providing food or drinks to the campers.
- Ensure that campers observe all rules and regulations of the shelter while at the shelter, as the shelter will not be liable for any incidents that occur at the shelter as per stated in the shelter volunteer waiver.

**6. General Provisions**

**A. Amendments.** Either party may request changes to this INTERLOCAL AGREEMENT. Any changes, modifications, revisions or amendments to this INTERLOCAL AGREEMENT which are mutually agreed upon by and between the parties to this INTERLOCAL AGREEMENT shall be incorporated by written instrument, and effective when executed and signed by all parties to this INTERLOCAL AGREEMENT.

**B. Applicable Law.** The construction, interpretation and enforcement of this INTERLOCAL AGREEMENT shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this INTERLOCAL AGREEMENT and over the parties, and the venue shall be the Harris County District Court.

**C. Entirety of Agreement.** This INTERLOCAL AGREEMENT, consisting of three (3), pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this INTERLOCAL AGREEMENT be judicially determined to be illegal or unenforceable, the remainder of the INTERLOCAL AGREEMENT shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**E. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this INTERLOCAL AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this INTERLOCAL AGREEMENT shall operate only between the parties to this INTERLOCAL AGREEMENT, and shall inure solely to the benefit of the parties to this INTERLOCAL AGREEMENT.

The provisions of this INTERLOCAL AGREEMENT are intended only to assist the parties in determining and performing their obligations under this INTERLOCAL AGREEMENT. The parties to this INTERLOCAL AGREEMENT intend and expressly agree that only parties signatory to this INTERLOCAL AGREEMENT shall have any legal or equitable right to seek to enforce this INTERLOCAL AGREEMENT, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this INTERLOCAL AGREEMENT, or to bring an action for the breach of this INTERLOCAL AGREEMENT.

**F. Immunity.** No party waives any immunity by entering into this INTERLOCAL AGREEMENT.

**G. Laws and Policies.** The parties agree to comply with all applicable laws and regulations in the performance of this INTERLOCAL AGREEMENT.

7. **Signatures.** In witness whereof, the parties to this INTERLOCAL AGREEMENT through their duly authorized representatives have executed this INTERLOCAL AGREEMENT on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this INTERLOCAL AGREEMENT as set forth herein.

The effective date of this INTERLOCAL AGREEMENT is May 1, 2025.

**CITY OF BAYTOWN**

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Jason Reynolds, City Manager                      Date

**LEE COLLEGE**

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Dr. Lynda Villanueva, President                      Date