

**INTERLOCAL AGREEMENT
BETWEEN
THE BELTON INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF TEMPLE, TEXAS
FOR PROVISION OF AN AFTER-SCHOOL CHILDCARE PROGRAM**

This Interlocal Agreement (the "Agreement") is made the May 21, 2026 by and between Belton Independent School District ("BISD"), 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, (individually, a "Party" and collectively, the "Parties") for the purposes, mutual promises, and consideration expressed herein.

WHEREAS, BISD 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 BISD for an after-school childcare program;

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

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

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

NOW, THEREFORE, the Parties agree as follows:

I. PROGRAM

The City will sponsor, conduct, and provide, and the BISD will allow and cooperate in the provisions of an after-school childcare program at Burrell Elementary, Tarver Elementary, Lakewood Elementary, Pirtle Elementary, High Point Elementary, and Charter Oak Elementary School (hereinafter referred to as "the Program.") In consideration for the City's

provision of these services, the BISD hereby waives all fees from the City during the times the Program is conducted at the BISD facilities.

II. HOURS

The Program will be conducted at the aforementioned BISD facilities each school day from the time that school is dismissed until 6:00 p.m.

III. HOLIDAYS

Programs sponsored and conducted for the Program participants during school holidays will be held at an alternate location, and not the listed BISD facilities.

IV. PROGRAM FEE

The City will be responsible for the cost, charge, or collection of any fees approved by BISD for participation in the Program. The City will be responsible for granting or denying any full or partial fee waivers.

BISD will not be responsible for the cost, charge, or collection of any fees for participation in the Program, nor will BISD be responsible for granting or denying any full or partial fee waivers.

V. AVAILABLE PROGRAM AREAS

The areas at each facility to be used by the City for provision of the Program will be as agreed to by the City and the Principal at each facility. In the event that the City and the facility Principal are unable to agree, the Principal will determine the areas to be used by the City; provided, however, the following areas in the specified BISD facilities will be included in the areas available to the City during Program hours:

1. Outdoor play area;
2. Indoor play area, which will include indoor space for table activities, snack, lunch, and interest centers;
3. A gym (if available);
4. Restroom facilities;
5. Water fountain;
6. Storage space (if available); and
7. Flow areas between above-specified spaces.

BISD 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 keeping the available areas in a neat and orderly condition and agrees to replace, at the expense of the City, any damaged or missing equipment or any damage to a BISD facility that results from the City's negligence.

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

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

VI. 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.

VII. 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 the 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 Agreement is conditioned on its compliance with the requirements as set forth in § 42.041(b)(14) of the Texas Human Resources Code.

VIII. STUDENTS

PARTICIPATION

Each student participating in the Program will participate in the Program at theBISD facility at which the student normally attends school, unless specifically designated otherwise. BISD will not be responsible for transporting participating students from one BISD facility to another BISD facility.

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 BISD 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.

IX. PROMOTION AND PUBLIC RELATIONS

The City will be responsible for promoting the Program and recruiting students to participate in the Program. BISD will assist the City by allowing information to be distributed through the schools. All distributed information will specify that BISD is neither sponsoring nor operating the Program and that BISD is not responsible for the care or treatment of the students participating in the Program.

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

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

X. STAFF

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

XI. INSURANCE AND INDEMNIFICATION

During the term of this Agreement, and any extensions thereof, the City will maintain comprehensive general liability insurance in the amount of one million dollars

(\$1,000,000.00). Prior to the initiation of the after-school childcare Program, the City will furnish BISD 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 BISD. The limits of liability shown for each type of insurance coverage to be provided by the City pursuant hereto will not be deemed to constitute a limitation of the City liability for claims hereunder or otherwise.

XII. TERM OF AGREEMENT

This Agreement will begin on the day set forth above and will expire on the last school day of the 2026-2027 school year, at which time the Parties may extend or renegotiate the Agreement by mutual consent. Either Party may cancel this Agreement with 60 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.

XIII. 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 BISD 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.

XIV. MODIFICATIONS

This Agreement may be modified by written approval of the BISD Board of Trustees, or its designees, and the City of Temple, Texas, or its designee.

XV. 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.

XVI. APPLICABLE LAW

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

XVII. MULTIPLE ORIGINALS

