

**YMCA of Greater Williamson County &
City of Pflugerville Parks & Recreation**

**SUMMER DAY CAMP OPERATING AGREEMENT
2014**

This Agreement is made by and between the City of Pflugerville Parks & Recreation (PARD) and the YMCA of Greater Williamson County (YMCA) for the purposes, mutual promises, and consideration expressed herein.

WHEREAS, a continuing need has been identified in the Pflugerville community for an expansion of Summer Day Camp programs; and

WHEREAS, the Young Men's Christian Association is a nationally recognized leader in the provision of Child Care and Summer Day Camp programs; and

WHEREAS, the YMCA conducts a Summer Day Camp program; and

WHEREAS, students and parents in the Pflugerville community would benefit from such a Summer Day Camp program;

NOW THEREFORE, PARD and YMCA agree as follows:

1. Program. YMCA shall sponsor, conduct, and provide, and PARD shall allow and cooperate in provision of, a Summer Day Camp program at the following PARD facility: 1) Windermere Clubhouse. In consideration of the YMCA's ability to use the PARD facility, the YMCA will provide facility usage fees at the following flat rate: \$100 p/day p/facility. The YMCA will also be utilizing the pool adjacent to the Windermere Clubhouse 5 times p/week at a fee of \$1 p/participant and will be invoiced weekly. The YMCA program is scheduled to operate for a total of 54 days, therefore the YMCA will make a one (1) time payment in the amount of \$5,400 to PARD to cover the facility use fees and will issue a reimbursement for the weekly pool usage according to the invoice as outlined above. YMCA will seek advanced approval for any additional facility usage.
2. Hours. The Summer Day Camp program shall be conducted Monday – Friday from 7am -6:30pm. The program shall start on Monday, June 9, 2014 and operate through Friday, August 22, 2014.
3. Program Fees to Participants. Program fees shall be determined by the YMCA with the YMCA responsible for billing and collection of fees from parents of children enrolled in the Summer Day Camp program. The YMCA fee structure will be as follows:

YMCA Members and Residents of Pflugerville: \$140 p/week

Non-Members of YMCA and non-residents of Pflugerville: \$165 p/week

Upon receipt of sufficient proof of financial need, YMCA may waive all or a portion of the established fee for any program participant. The availability to a program participant of such a full or partial fee waiver shall be based on the availability of subsidies from other sources. The YMCA shall strive to provide access to the Summer Day Camp program regardless of a participant's ability to pay. The YMCA will provide Pflugerville residents a 10% discount rate off the non-member fee structure. (See above fee schedule)

4. Available Space. The spaces to be used by the YMCA for provision of the program shall be as agreed by the YMCA and the PARD representative, provided however, that the following portions of the specified PARD facility must be included in the available space on a daily basis if applicable: an outdoor play area, indoor program area, restroom facilities, water fountains, telephone line access, and access to any water park features and/or swimming pools adjacent to the specified facilities. The YMCA will be responsible for providing an approved temporary storage unit for YMCA belongings associated with the operation of camp. YMCA shall be responsible for keeping the available areas in a neat and orderly condition, and shall repair or replace, at the expense of the YMCA, any damaged or missing equipment, or damage to the facility, resulting from any negligence of the YMCA. YMCA shall be responsible for securing all areas used at each facility at the close of each program day.
5. Costs. YMCA shall bear all costs associated with initiation and provision of the Summer Day Camp program. The YMCA agrees to abide by the City of Pflugerville P & R energy management guidelines. YMCA shall specifically bear all costs associated with licensing, staffing, and operating the program, including the cost of all materials.
6. Standards and Licensing. The Summer Day Camp program shall be licensed by the Texas Department of Protective and Regulatory Services, or any successor agency, as a licensed day care center at each specific park facility in which the program operates. YMCA shall secure required license prior to operation of program at any PARD facility and shall conduct the program in such a manner as to comply with on-going requirements of licensure. The representative of the PARD facility covered by this Agreement shall cooperate with YMCA in the licensing process by providing such documents and information as may be required to obtain and maintain licensing.
7. Students. The Summer Day Camp program shall be available to all children regardless of race, color, sex, national origin, or religion, and all reasonable efforts shall be made to accommodate handicapped children who are mainstreamed. Enrollment may be limited by licensed capacity, space available at the camp facility, and YMCA staffing levels.
8. YMCA shall take complete charge of the students participating in the program upon the students' arrival at the designated Summer Day Camp area, and shall abide by and enforce standard PARD rules, including, without limitation, rules requiring keeping the City of Pflugerville property unmarred, and the facilities clean. YMCA shall also establish rules for behavior for children participating in the Summer Day Camp program. The YMCA Family Guide will be applicable.
9. Promotion and Public Relations. YMCA shall be responsible for promoting the Summer Day Camp program.
10. Staff. Recruiting, hiring, training, supervision, and compensation of staff for Summer Day Camp program shall be the sole responsibility of the YMCA. The YMCA and PARD may entertain the opportunity for joint training of Summer staff, sharing expenses and extending the topics and training certifications.
11. Insurance. During the term of this Agreement, and any extension thereof, YMCA shall maintain comprehensive general liability insurance coverage in the amount of two million dollars (\$2,000,000).

12. Term of Agreement. This Agreement shall become effective on Monday, June 9, 2014 and shall expire on Friday, August 22, 2014, but may be extended by up to five (5) annual renewals by mutual consent of the parties hereto.
13. Modifications. This Agreement may be modified by written approval of the PARD Board of Trustees, or its designee, and the YMCA of Greater Williamson County Board of Directors, or its designee.
14. Entire Agreement. This document is the Final Agreement of the parties hereto, and replaces and supercedes all previous Agreements. There are no representations or promises between the parties other than those set out herein.
15. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
16. Multiple Originals. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
17. Authority. The undersigned warrants that he or she is duly authorized to execute this Agreement on behalf of the named entity.
18. Indemnity and Release. The YMCA hereby waives, releases and discharges the City of Pflugerville, its trustees, officers and employees, from any claim, demand or cause of action arising out of this Agreement or any activity undertaken pursuant to this Agreement. The YMCA further indemnifies and holds harmless the City of Pflugerville, its trustees, officers and employees from any and all claims for loss, damage, injury or death, including claims for attorney's fees and cost of court, sustained by any person, or for any damages to property, arising out of the activities described in this Agreement or arising out of the use of the PARD buildings and facilities as contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the _____ day of _____, 2014.

CITY OF PFLUGERVILLE

By: _____
Brandon Wade, City Manager

YMCA OF GREATER WILLIAMSON COUNTY

By:  _____
Jeff Andresen, President/CEO