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## SUMMER CAMP AGREEMENT BETWEEN TEXAS A&M UNIVERSITY-KINGSVILLE AND (OTHER PARTY NAME)

This SUMMER CAMP or YOUTH ENRICHMENT PROGRAM AGREEMENT ("Agreement") is between TEXAS A&M UNIVERSITY-KINGSVILLE ("TAMUK"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas, and (OTHER PARTY NAME), referred to as ("[OPN]"),

[OPN] operates a summer camp or You conduct such CAMP on the campus of, 20 ("END DATE").	_	, 20	_" ("CAMP") and wishes to ("START DATE") through
The Department of	at TAMUK has agreed to sponsor	CAMP and the partic	es agree to the following:
OBLIGATIONS OF [OPN].			

- At all times during CAMP activities, [OPN] shall provide no less than (1) one adult supervisor per ten (10) participants to provide oversight for CAMP during its entire duration. [OPN] shall provide a CAMP Coordinator ("[OPN] Coordinator"]) that shall be responsible for oversight of all CAMP activities to ensure the safety of participants and shall comply with applicable TAMUK Rules and Procedures (available at <a href="http://www.tamuk.edu/policy/index.html">http://www.tamuk.edu/policy/index.html</a>). The [OPN] Coordinator shall be responsible for ensuring the location, at all times during CAMP, of all participants under the [OPN] Coordinator's control.
- 2) Thirty days prior to the START DATE, [OPN] shall provide the following proof of insurance covering each CAMP participant and naming TAMUK and TAMUS as additional insureds: General Liability Insurance minimum coverage of \$1,000,000 and Accident Medical Insurance minimum coverage of \$25,000. Copies of the Insurance Certificates or Binders, as well as immediate notice to TAMUK of any change to the insurance coverage, shall be sent to the address for notices specified below. [OPN] shall indemnify and hold harmless TAMUK and TAMUS from any claim relating in any way to CAMP.
- 3) [OPN] shall maintain a waiver of liability for each CAMP participant. Such waiver shall specifically include language releasing, waiving and discharging TAMUK, TAMUS, the TAMUS Board of Regents and the State of Texas from any liability for participant's involvement with CAMP while CAMP is conducted in conjunction with TAMUK property.
- Per System Regulation 24.01.06 of the TAMUS Policy and Regulation Manual, [OPN] shall ensure that each individual hired or assigned to an employee or volunteer position involving contact with minors at a CAMP has completed training and examination on sexual abuse and child molestation meeting the following criteria: (a) Successful completion of the TAMUS-approved Child Protection Training course every two years with a passing score of 100%; (b) Training must be completed prior to the employees' or volunteers' interaction with minors, and new employees hired specifically for a position involving contact with minors at a CAMP must complete the training within the employees' first five days of employment; and (c) A certification of completion shall be kept on file for two years. [OPN] shall not be able to utilize the TAMUS Training Program. The courses listed with the Texas Department of State Health Services available at <a href="http://www.dshs.state.tx.us/youthcamp/pdf/YouthCampTraining.pdf">http://www.dshs.state.tx.us/youthcamp/pdf/YouthCampTraining.pdf</a> may be substituted for the TAMUS-approved Child Protection Training course.
- 5) Criminal conviction and sex offender background checks must be conducted for every individual hired or assigned to employee or volunteer positions involving contact with minors at a CAMP. Documentation that a search was conducted shall be maintained for a period of two years.
- (6) [OPN] may contract separately with TAMUK for certain services for CAMP such as the following: housing, food services, parking, and facility and equipment rental to conduct CAMP activities. [OPN] shall be responsible to TAMUK for any equipment not returned at the end of CAMP and any equipment damaged during CAMP. In addition to a \$2.00 per camper/per day support service fee to be paid to TAMUK by [OPN], [OPN] is required to pay for all expenses related to contracted services.
- When reserving TAMUK services for housing, food, facility use, and other services, [OPN] shall provide TAMUK with a count of the number of expected participants no less than thirty (30) business days in advance for housing services, and seven (7) business days in advance for all other services. After these time periods, [OPN] may not decrease the reservation numbers provided for the purpose of securing housing, food, and other services and shall be charged for such services in accordance with the reservation numbers provided. [OPN] may, upon availability and

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- approval by the applicable TAMUK service provider, increase reservation numbers after the time periods set forth above. In such case, [OPN] shall be charged accordingly.
- 8) In the event of cancellation, [OPN] shall reimburse TAMUK for all non-cancelable commitments engaged by TAMUK if TAMUK is charged for commitments made on behalf of CAMP. Cancellation notice must be received thirty (30) days before the CAMP START DATE.
- 9) [OPN] shall remit payment to TAMUK, within thirty (30) days of receipt of invoice, for all services rendered by TAMUK in hosting CAMP. Any invoices not paid within thirty (30) days shall accrue interest at the highest rate permitted by law. Any invoices remaining unpaid after one hundred twenty (120) days shall be turned over to the Texas Attorney General for collection.
- Within five (5) business days of END DATE, [OPN] shall provide TAMUK (through the sponsoring department) with a final count of all participants who attended any part of CAMP or participated in any CAMP activities.
- TAMUK shall have complete authority to terminate any activities of CAMP and at its sole discretion, remove any participants conducting themselves in a manner deemed unsafe or unacceptable to TAMUK. [OPN] shall be responsible for any costs incurred in relocating any participants.

## MISCELLANEOUS

1) All notices or communications to either party by the other shall be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein:

[OPN]

TEXAS A&M UNIVERSITY-KINGSVILLE Office of Enterprise Risk Management 700 University Blvd. MSC 221 Kingsville, TX 78363

- 2) This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any suit under this Agreement shall be in Kleberg County, Texas.
- This Agreement and its respective obligations shall not be assigned by [OPN] without TAMUK prior written approval. TAMUK may assign this Agreement to another member of TAMUS without further notice to [OPN].
- 4) Any breach of any of the terms of this Agreement shall be considered a default hereunder and TAMUK, in addition to exercising all remedies available at law, may immediately cease all CAMP functions until such default is remedied to TAMUK's satisfaction.
- 5) This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.
- This Agreement may be terminated by TAMUK in its sole discretion if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the Agreement. In the event CAMP should be terminated for any of these reasons, all parties shall be relieved of all responsibilities hereunder, except as noted in [OPN]'s obligations listed above in paragraph 8, and this Agreement shall be of no further force or effect.

## DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, TEXAS GOVERNMENT CODE, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUK and [OPN] to attempt to resolve any claim for breach of contract made by [OPN] that cannot be resolved in the ordinary course of business. [OPN] shall submit written notice of a claim of breach of contract under this Chapter to Strategic Sources and General Services of TAMUK, who shall examine [OPN]'s claim and any counterclaim and negotiate with [OPN] in an effort to resolve the claim.

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s AGREEMENT to be executed by their authorized representative.
[OPN]
Signature
Title
Date

Note: Forward all documents including the original signed agreement to the Office of Enterprise Risk Management

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