

**MEMORANDUM OF COOPERATION BETWEEN AUSTIN  
INDEPENDENT SCHOOL DISTRICT AND THE CITY OF AUSTIN**

This Memorandum of Cooperation (“Agreement”), is made and entered into by and between the City of Austin, a home-rule municipality situated in Hays, Travis, and Williamson Counties (the “City”) and the Austin Independent School District (“AISD”), hereinafter collectively referred to as the “Parties,” pursuant to Chapter 791 of the Texas Government Code, the Inter-local Cooperation Act. The Parties hereto have agreed to the mutual obligations and performance of the conditions of this Agreement as hereinafter described.

WHEREAS, the laws of the State of Texas, the County of Travis, and the City of Austin provide for a system of permitting for and inspection of food establishments in order to safeguard public health and assure that consumers receive food that is safe, unadulterated, and honestly presented;

WHEREAS, AISD participates in the National School Lunch Program which is governed by Federal Regulations requiring two food safety inspections during each school year conducted by a State or local government agency responsible for food safety inspections;

WHEREAS, AISD seeks to allow its schools to continue holding educational and fund-raising events for the benefit of the public school system and its students in a safe and lawful manner;

WHEREAS, it is the desire of the City and AISD to ensure that students receive the maximum financial benefit of funds raised for the betterment of teaching, learning and student welfare on school campuses; and,

WHEREAS, the Parties wish to cooperate to facilitate the continuation of certain traditional school events in a coordinated fashion to insure that violations to the City’s health code are minimized;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

**I. Purpose of Agreement**

- A. AISD and the City agree to cooperate in assuring that AISD schools and school-support organizations may continue to sponsor educational and fund-raising events at AISD campuses for the benefit of students and the public school community in a safe and prudent manner.
- B. AISD and the City agree that each AISD school campus will have a single point of contact (“SPOC”) that has a food manager certificate issued by the City at each campus. This SPOC will be responsible for obtaining from the City and issuing to the school and to school-related non-profit entities temporary food permits for all food venues occurring at educational and fund-raising events held on that campus by the school or a school-related non-profit, when food not exempted under §10-3-31 of the Code of the City of Austin (the “Code”) will be served, attending such events, and being the contact for the City if the City determines that a health code violation is occurring at the event.

- C. AISD and the City agree that the City will provide education and training to each campus SPOC regarding the higher risk associated with non-professionals handling food at temporary events. Such education and training will be provided by the City to the campus SPOC at the time of the biannual inspection. The goal of this education process will be to develop awareness about the minimum requirements of a temporary food establishment and minimize the threat of a health incident at an event run by non-professionals.

## **II. Responsibilities in Cooperative Effort**

### **A. Responsibilities of AISD:**

1. AISD acknowledges it is subject to 7 CFR 210.13.
2. AISD schools shall comply with all necessary requirements of the Texas Food Establishment Rules, as adopted and incorporated within the Austin City Code, to ensure the safety of food provided at school-sponsored and school-supported events. AISD's Food Services Department shall: designate a SPOC at each campus to accomplish the agreement set forth in I.B. & I.C., above; provide a list of each campus SPOC to the City; and, work with AISD schools, school-related non-profit organizations and with the City to ensure that all school-sponsored and school-supported events comply fully with the Code and the Texas Health and Safety Code in all relevant respects.
3. AISD shall ensure that all events sponsored by AISD schools and school-support organizations comply with the requirements of this Agreement, and that no event involving food shall occur unless AISD's Food Services Department has received a Temporary Food Event Information Form for the event, and given approval for the food arrangements, except as specified in II.A.5., herein.
4. AISD shall ensure that for all school-sponsored events on AISD properties, the non-profit school-support organization sponsoring the event, notifies the campus SPOC at least fifteen (15) business days in advance of the event of its desire to obtain a temporary food permit. The campus SPOC shall ensure that an Event Information Form is submitted to the City not less than ten (10) business days before an event. The City shall complete and deliver to the campus SPOC a Temporary Food Permit for the event where appropriate. The Event Information Form, the form of which shall be approved by both parties, shall include the following information:
  - a. A description of the planned event (name of the event, date, time, location, estimated number in attendance and whether it is the school itself or a school-related non-profit organization sponsoring the event);
  - b. A list of any potentially hazardous foods that will be presented, and any plans for handling those foods;
  - c. A description of how any potential health hazards will be addressed and prevented; and
  - d. A designation and contact information for the food manager certified SPOC who will be present during the event.

5. The following events may be held without either submitting a Temporary Food Event Information Form for approval or obtaining a Temporary Food Event Permit from the City:
  - a. Events at which only prepackaged non-potentially hazardous foods will be sold;
  - b. Events at which only non-potentially hazardous foods (*e.g.*, baked goods prepared in private kitchens) are sold, auctioned, or raffled off by nonprofit school-support groups for the support of the public schools (*e.g.*, bake sales);
  - c. Events at which only whole, uncut, fresh fruits and/or vegetables are offered; and
  - d. Impromptu events that are not sponsored by AISD schools or school-support organizations, which involve foods provided by the parent or parents of individual students to a class or classes for celebratory purposes, as provided by the Texas Public School Nutrition Policy and Lauren's Law, Tex. Educ. Code § 28.001(1-3).
6. AISD shall retain for the length of the school year records of the Temporary Food Event Information Forms submitted and temporary food permits issued for events sponsored by AISD schools or school-related non-profit organizations under this Agreement. The Parties will work together to assist each other in satisfying their respective document retention programs.

B. Responsibilities of the City:

1. The City shall recognize all school-related non-profit entities (as defined by Section 501(c)(3) of the Internal Revenue Code)<sup>1</sup> associated with AISD campuses (*e.g.*, PTOs, booster clubs, school athletic associations) as falling under a particular AISD campus' food manager for events:
  - a. That are sponsored by an AISD school, or a § 501(c)(3) non-profit group organized for the purpose of supporting an AISD school or schools;
  - b. From which any proceeds will be used for the support of the public school system; and
  - c. For which AISD's Food Services receives and retains a Temporary Food Event Information Form.
2. This Agreement shall waive the requirement for school-related non-profit groups to pay a permit fee for any and all Temporary Food Event Permits, but does not waive the requirement for these non-profits to obtain such a permit for each food venue at an event from the SPOC at their campus. In addition, this Agreement does not waive the City's right and duty to conduct inspections of each food venue at such events. The City shall not waive any requirements to comply with any rule or regulation relating to the actual handling or production of food, the right to close food related venues for violation, or limit the City's ability in any way to cite AISD or its school campuses for violations of the Code.

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<sup>1</sup> It shall be the responsibility of AISD, not the City, to verify the recognition of exemption under section 501(c)(3) of the Internal Revenue Code by the Internal Revenue Service, Department of the Treasury.

### **III. Primary Contacts**

- A. The parties shall designate individuals, as indicated below, to serve as primary contacts for this cooperative effort, and to participate in the development and implementation of processes to facilitate this Agreement, and to enhance communication among the Parties regarding all aspects of this cooperative effort.

**For AISD:**

Chris Carillo-Spano  
Director, Food Services  
3908 Ave B  
Austin, TX 78751  
(512) 414-0228

Mel Waxler  
General Counsel  
1111 W Sixth St A-240  
Austin, TX 78703  
(512) 414-6425

**For the City:**

David Lurie  
Director, City of Austin HHSD  
7201 Lavander Loop  
Austin, TX 78702  
(512) 972-5010

Cathie Childs  
Asst. City Attorney, City of Austin  
301 W Second St., Fourth Floor  
Austin, TX 78701  
(512) 974-2268

### **IV. Amendment**

- A. In the event that issues arise during the course of the initial or subsequent school years, which have not been addressed by this Agreement, amendments may be made upon the mutual written agreement of the Parties.

### **V. Term and Effective Date**

A. Term

This Agreement shall become effective as of the Effective Date for the initial period of the remainder of the academic school year and may be renewed under identical terms and conditions for additional academic year periods, unless sooner terminated as set forth in this Agreement.

B. Termination by Agreement

In the event AISD and the City shall mutually agree in writing, this Agreement may be terminated with or without cause on the terms and dates stipulated in such writing.

C. Unilateral Termination

In the event either party, at any time, gives to the other at least thirty (30) days prior written notice of intention to terminate, with or without cause, this Agreement shall terminate.

D. Legal Relationships

Nothing in this MOC shall be deemed to be a commitment or obligation of the City or AISD to enter into any joint venture, joint enterprise, partnership or other legal business relationship regarding these food permitting or inspection issues.

E. Annual Review

This agreement shall be reviewed annually by the Parties and renewed or modified as set forth in Paragraphs IV. and V.A., above.

F. Effective Date

This agreement shall become effective upon the date of a final signature of the undersigned parties.

Signed on the date or dates indicated below.

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Toby Hammett Futrell, City Manager  
City of Austin

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Date

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Mark Williams, Board of Trustees President  
Austin Independent School District

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Date

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Pascal D. Forgione, Jr., Ph.D., Superintendent  
Austin Independent School District

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Date

Approved As To Form:

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Cathie Childs, Assistant City Attorney  
City of Austin

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Date

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Mel Waxler, General Counsel  
Austin Independent School District

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Date