

FIRST AMENDMENT TO
MEMORANDUM OF COOPERATION BETWEEN AUSTIN
INDEPENDENT SCHOOL DISTRICT AND THE CITY OF AUSTIN

This First Amendment (the "Amendment") to the Memorandum of Cooperation entered into by the City of Austin, a home-rule municipality situated in Hays, Travis, and Williamson Counties acting by and through its duly authorized City Manager, or designee (the "City") and the Austin Independent School District ("AISD"), hereinafter collectively referred to as the "Parties," effective February 23, 2008 (the "Agreement"), is entered into by and between the Parties, pursuant to Chapter 791 of the Texas Government Code.

The Parties amend the original Agreement to be effective for the 2009-2010 academic year and to provide as follows:

I. Purpose of the Agreement

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- B. AISD has identified the Director of Nutrition & Food Services, Austin ISD, or in her absence a designee, as its one single point of contact ("SPOC") for all AISD campuses regarding temporary events held on AISD campuses by school-related non-profit groups. AISD agrees that its SPOC will at all times have a current, valid food manager certificate issued by the City. AISD has provided the City with all necessary contact information for its SPOC for purposes of this Agreement. This district SPOC will be responsible for:
1. obtaining from the City and issuing to a particular AISD school or its school-related non-profit entities temporary food permits for all food venues occurring at educational or fund-raising events held on an AISD campus by a 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;
 2. obtaining the name and contact information of at least two responsible parties from the school or school-related non-profit entity that will attend the given event in its entirety and be the contact person(s) for the City if the City determines that a health code violation is occurring at the event; and,
 3. verifying that the designated responsible party for a school or school-related non-profit entity has completed the training agreed upon by both Parties or set forth in § 10-3-34 of the Code, prior to the date of the event.

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II. Responsibilities in Cooperative Effort.

A. Responsibilities of AISD:

2. AISD schools shall comply with all necessary requirements of the Texas Food Establishment Rules ("TFER"), as adopted and incorporated within the Code, to ensure the safety of food provided at school-sponsored and school-related non-profit entity sponsored events. AISD shall:
 - a. utilize its SPOC to coordinate all temporary events on all AISD campuses to accomplish the agreements set forth in I.B., above, and I.C. in the Agreement, as amended;
 - b. keep its designation of the SPOC or designee current and provide the contact information for its district SPOC for all AISD campuses to the City;
 - c. obtain the name of at least two responsible parties from each school or school-related non-profit organization that will be the City's point(s) of contact for each temporary event to be held at any AISD campus. This designated responsible parties will be listed on the temporary event application submitted to the City for that particular event and will attend the event in its entirety (if the City is unable to contact one of these responsible parties in the event of a TFER violation, the City will attempt to contact the district SPOC, but the food service may be suspended at the event until one of the responsible parties or district SPOC may be contacted); and,
 - d. verify that all named responsible parties of AISD schools or school-related non-profit entities have completed the training agreed upon by the Parties or set forth in § 10-3-34 of Code, prior to the date of the event and ensure that all school-sponsored and school-related non-profit sponsored events fully comply with the Code, TFER and the Texas Health and Safety Code in all relevant respects.

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B. Responsibilities of the City:

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3. The City of Austin will provide a Food Handler training course once a semester at no charge or test requirement for AISD school-related group responsible parties. The City will also accept on-line food handler training for temporary event responsible parties who are unable to obtain training using this review course, in order to assist AISD or a school-related group in having permitted food venues at a specific temporary event. It should be noted that City will not responsible for the cost these on-line courses charge for their services.;

V. General Provisions

A. Term.

This Agreement shall be effective as of September 1, 2009 and will be effective for the remainder of the 2009-2010 academic year. The parties have two (2) renewal options for: (a) the entire 2010-2011 academic year; and, (b) the entire 2011-2012 academic year.

All other terms, conditions and provisions of the Agreement not specifically referenced in this Amendment remain in full force and effect.

This Amendment shall become effective upon the date of a final signature of the undersigned parties. This Amendment is executed on the date(s) indicated below.

Marc A. Ott, City Manager
City of Austin

Date

Mark Williams, Board of Trustees President
Austin Independent School District

Date

Meria Carstarphen, Ed.D., Superintendent
Austin Independent School District

Date

Approved As To Form:

Cathie Childs, Assistant City Attorney
City of Austin

Date

Mel Waxler, General Counsel
Austin Independent School District

Date