

INTERLOCAL COOPERATION ACT AGREEMENT

Between The

CITY OF AUSTIN AND TRAVIS COUNTY

Recitals

This agreement (Agreement) is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement is in an amount that fairly compensates the performing party for the services or functions described in this Agreement, and is made from current revenues available to the paying party.

Public Purpose

Recognizing the importance of pooling resources to enhance social, cultural, educational, and economic opportunities for youth and adults in the greater Austin, Texas community; recognizing that a study to assess the feasibility of a Center for Arts and Technology in Austin modeled after the Manchester Bidwell training model is a step towards providing such opportunities and job training to youth and adults in our community; and desiring to do so at this time to build strong, confident, well-informed residents and build stability within the greater Austin, Texas community, the City of Austin (City) and Travis County (County) (collectively, the Parties) agree to enter into this Agreement as follows:

Term

The term of this Agreement is from the latest date of final execution of the Agreement to terminate no later than July 31, 2010.

It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any Party funds are not appropriated for such Party's performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other Party of the nonappropriation of funds.

Rights and Duties re: Timing of Financial Contributions

1. The City and County agree to each pay \$25,000 (for a total of \$50,000) towards the cost of the Center for Arts and Technology feasibility study, conducted by the National Center for Arts & Technology (NCAT), a 501(c)(3) tax exempt nonprofit organization.
2. The City agrees and has disbursed payment in the amount of \$50,000 to NCAT in fulfillment of the City and County's respective \$25,000 commitments to the cost of the study.
3. The County agrees to reimburse the City \$25,000 no later than July 31, 2010, in further fulfillment of the County's obligation to pay \$25,000 towards the cost of the feasibility study, as approved by the Travis County Commissioners Court on February 9, 2010.

Notices

Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above.

The Parties designate the following persons for receipt of notice:

If to City of Austin: _____

Austin, Texas 78_____
Attention: _____
Phone Number: _____

If to Travis County: _____

Austin, Texas 78_____
Attention: _____
Phone Number: _____

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

Miscellaneous

Complete Agreement This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supercedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposal, or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

Amendment in Writing This Agreement may be modified only in writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

AGREED AND APPROVED:

CITY OF AUSTIN

By: _____ Date: _____
_____, _____

TRAVIS COUNTY

By: _____ Date: _____
_____, _____