

2/11/2011

Interlocal Cooperation Agreement for Facility Use and GED Services Between City of Austin and Austin Community College District

This Interlocal Cooperation Agreement for Facility Use and GED Services Agreement (the "Agreement") is entered into by and between the City of Austin, a Texas home-rule municipal corporation, acting through its City Manager and the Health and Human Services Department ("City"), and Austin Community College District, a _____ (ACC).

ACC received a Notice of Grant Award from the Texas Education Agency (TEA) approving an Adult Education and Family Literacy grant to provide comprehensive adult education programs at community sites in Austin. ACC wishes to hold some General Equivalency Diploma ("GED") classes at a City-owned neighborhood center and City wishes to provide the space for such classes at mutually agreed upon times.

ACC and the City, intending to be legally bound, hereby agree to the following terms and conditions of this Agreement.

1. **Scope.** ACC agrees to offer GED classes to the public at the Rosewood-Zaragosa Neighborhood Center, which is owned and controlled by the City and located at 2800 Webberville Road Austin, Texas 78702 (the "Facility").
2. **ACC Responsibilities.**
 - a. ACC shall offer GED Classes in accordance with the terms of the TEA grant and in accordance with the schedule set forth in **Attachment A**. GED classes shall be provided at no charge to the City or to class participants.
 - b. ACC shall be responsible for all student registrations and shall provide any necessary class and study materials and equipment.
 - c. ACC will communicate any changes in scheduled GED classes to Contract Manager as soon as possible. ACC acknowledges that while City will attempt to provide space for re-scheduled classes, events or meetings that have been previously scheduled.
 - d. ACC will comply with all Facility rules and regulations.
 - e. ACC is responsible for securing the services, at ACC's sole expense, of qualified instructors, as well as any other personnel needed to safely conduct each class. All classes will be supervised by a qualified ACC instructor. ACC instructors shall not leave minor students unsupervised. ACC shall ensure that all instructors successfully pass a Criminal Background Investigation (CBI) prior to holding the first class at Facility, and agrees that no one shall be permitted to substitute for an ACC instructor or to volunteer to assist with the classes unless the person has passed a CBI and obtained approval by City's Contract Manager.
 - g. ACC and HHSD may each promote the classes at the Facility.

- h. ACC must maintain, throughout the term of this Agreement, the insurance coverage described on **Attachment B**, which is attached to and made a part of this Agreement for all purposes. The insurance policies shall contain the correct endorsements in favor of the City of Austin. ACC agrees to supply evidence of the insurance coverage to the Contract Manager when ACC submits the signed Agreement. If the required evidence of insurance is not provided at the time ACC signs this Agreement, the Contract Manager shall refuse to submit the Agreement for City signature. If City Contract Manager learns that any required insurance coverage has lapsed or been cancelled, Contract Manager shall immediately terminate this Agreement.
- i. ACC is responsible for setting-up the room for the classes, maintaining the condition of the room during classes, and restoring it to the same condition as it was prior to the scheduled class. ACC shall not make alterations to the Facility or room space without the prior written approval of the Contract Manager.
- j. ACC shall not refuse participation to any participant on the basis of race, color, age, national origin, or sexual orientation.
- k. ACC shall comply with all applicable federal, state and local laws and regulations in performing under this Agreement.
- l. ACC agrees that HHSD may conduct periodic program evaluations to assess the efficiency and effectiveness of the classes, and the number of students, and ACC agrees to assist in any such evaluations.

3. City Responsibilities.

- a. City shall provide ACC with access to the Facility and reasonable assistance with room set-up. If, due to an emergency, City cannot provide access to the Facility on a particular day, the Contract Manager shall notify ACC Contract Manager as soon as possible.
- b. City shall maintain the Facility in a clean and presentable manner and City shall be responsible for providing heat, light, and ventilation services.
- c. City shall comply with all applicable federal, state and local laws and regulations in performing under this Agreement.
- d. City shall provide ACC instructors with a list of site information, which includes information about security, rules for use of classroom space, and any reports required from instructors.

4. Contract Managers. The following shall serve as the Contract Managers for the parties:

ACC:

David Borden, Executive Director, Adult Education
5930 Middle Fiskville Road
Austin, TX 78752
dborden@austincc.edu
Phone: (512) 223-7738

City of Austin:

Cathleen Rodriguez, HHS Manager, Healthy Neighborhood Unit
7201 Levander Loop, Bldg. E
Austin, Texas 78702
cathleen.rodriguez@ci.austin.tx.us
Phone: (512) 972-5092
Facsimile: (512) 972-5025

5. **Term.** This Agreement shall commence on January 18, 2011 and terminate on June 30, 2011. The parties may renew the Agreement for up to five additional one-year terms. Renewals shall be in writing and signed by an authorized representative of each party.

6. **Termination.** The Agreement may be terminated with or without cause by providing at least forty-five (45) days written notice. If either party breaches the Agreement, the other party may terminate the Agreement if the party in breach fails to cure the breach within seven (7) calendar days of receipt of written notice of the breach.

7. **Notices.** Any notice or other communication permitted or required under this Agreement shall be provided in writing and shall be deemed to be effective when delivered by personal delivery, confirmed facsimile or, if mailed, five (5) calendar days following deposit in the U.S. mail, by certified mail, return receipt requested, addressed to in Section 13.

8. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

9. **Independent Contractors.** The parties' relationship during the term of this Agreement shall be that of independent contractors.

10. **Waiver.** Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party.

11. **Assignment.** Neither party may assign this Agreement without the other party's prior written consent. The party, in its sole discretion may withhold, and any attempted assignment in violation of the foregoing shall be void.

12. **No Third Party Beneficiaries.** The City and ACC agree that the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties,

and is made solely and specifically for their benefit. No other person, including but not limited to any ACC student, prospective student, or instructor shall have any rights, interest or claims under this Agreement.

13. Notice Addresses. Any notice required or permitted under this Agreement shall be sent to the following addresses:

City of Austin

Shannon Jones, Acting Director
City of Austin Health and Human Services Dept.
7201 Levander Loop, Bldg. E
Austin, Texas 78702
Facsimile: (512) 972-5016

With copy to:

Cathleen Rodriguez, HHS Manager
City of Austin Health and Human Services Dept.
7201 Levander Loop, Bldg. E
Austin, Texas 78702
Facsimile: (512) 972-5025

ACC

David Borden, Executive Director, Adult Education
5930 Middle Fiskville Road
Austin, Texas 78752
Facsimile: (512) 223-7732

14. Entire Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas excluding its conflicts of laws rules. This Agreement constitutes the entire agreement between the parties with respect to GED classes or use of the Facility and may only be modified by a written instrument executed by an authorized officer of both parties. All proposals, negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. This Agreement may be executed in two (2) or more counterparts and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. Neither ACC nor City shall be bound by any oral agreement or representation, irrespective of when made.

15. No Funding. The parties agree that nothing in this Agreement obligates either party to provide any funding.

16. Authority. Each party warrants that this Agreement has been authorized by its governing body in accordance with Chapter 791 of the Texas Government Code.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have read and executed this Agreement.

CITY OF AUSTIN

By: Shannon Jones, Acting Director, Health and Human Services Dept.
Date: _____

AUSTIN COMMUNITY COLLEGE DISTRICT

By: Stephen B. Kinslow, Ph.D.
President / CEO
Date: _____

Attachment A

Class Schedule

- ACC GED Classes will be held at the Facility on the following dates and at the following times: Mondays, Tuesdays and Thursdays (excluding City holidays) from 9:30am to 12:30pm. The room should be able to accommodate a minimum of 15 students.