

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE
CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT
RE: WAREHOUSE SPACE AND FACILITY USE**

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, if any, contemplated in this Agreement is in an amount that fairly compensates the performing party for the services or functions described herein, and is made from current revenues available to the paying party.

Recognizing the importance of pooling resources to enhance the social, cultural, and educational opportunities of youth and the greater Austin, Texas community, and maximize operational efficiency, the City of Austin ("City") and the Austin Independent School District ("AISD") hereby agree to enter into this Agreement. The City and AISD are collectively referenced as "the Parties" and agree as follows:

I. TERM

- A. This Agreement shall become effective on the date executed by all parties and shall remain in effect for 12 months, unless previously terminated or extended under Section I.B. or Section IV.
- B. This Agreement may be extended for two (2) 12-month periods subject to the approval of the AISD Superintendent or designee and the City Manager or designee.
- C. It is the intent and understanding of the Parties that the obligations of each party under this Agreement that require funding, if any, 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 non-appropriation of funds.

II. OBLIGATION OF AISD

- A. AISD will provide approximately 5,800 square feet of warehouse space at the AISD Central Warehouse (Facility), located at 3701 Woodbury Drive, Austin, Texas, 78704 for purposes of storing City equipment and non-perishable items, the value of which shall not exceed \$43,500 per year.

- B. AISD will provide authorized City representatives, as identified by the Austin Convention Center director, access to the Facility, including any necessary credentials, key(s), or access code(s). Authorized representatives shall have the unqualified right in a manner that is not disruptive to the activities of the Facility to: (a) enter upon Facility property and (b) access stored items.

III. OBLIGATION OF THE CITY

- A. The City will provide facility services at the Palmer Event Center for AISD's Back to School Bash, with planning for this event conducted via the City's standard event planning process, of a value not to exceed \$30,000 per year. The date for the first event will be August 13, 2011, with dates for 2012 and 2013 events to be determined.
- B. The City will provide facility services at the Palmer Event Center for AISD's Expanded Cabinet meetings, with planning for these meetings conducted via the City's standard event planning process, of a value not to exceed \$13,500 per year. The dates for the first year's meetings will be as follows, with dates for 2012 and 2013 meetings to be determined.

September 21, 2011
October 19, 2011
November 16, 2011
December 7, 2011
January 18, 2012
February 15, 2012
March 21, 2012
May 16, 2012
June 20, 2012

Facility services for purposes of Expanded Cabinet Meetings will include coffee, water, light breakfast items, parking, and internet capabilities.

IV. MUTUAL OBLIGATIONS OF CITY AND AISD

This agreement is for an in-kind exchange of services valued at up to \$43,500 per year, for up to three years. No cash payment is due from either party.

V. TERMINATION

Notice of any claims of material breach shall be given in writing, identifying the breach claimed with particularity, and stating the time permitted for cure, such time to be commercially and legally reasonable. Such a notice of claim of breach is sufficient to constitute termination of this Agreement. Without waiving any legal rights, the parties agree to voluntary mediation of any disputes.

VI. 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 or emailed 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 AISD:

Meria Joel Carstarphen
Superintendent,
Austin Independent School District
Attention: Melvin E. ("Mel") Waxler
1111 West Sixth Street, #A240
Austin, Texas 78703-5399
Phone Number: 512-414-6425
Email Address: mwaxler@austinisd.org

If to City of Austin:

Mark Tester
Director, Convention Center
City of Austin
Attention: Van Jobe
919 West 28 1/2 Street
Austin, Texas 78704
Phone Number: 512-404-4047
Email Address: van.job@ci.austin.tx.us

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.

VII. MISCELLANEOUS

- A. 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, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.
- B. Amendment in Writing. This Agreement may be modified only by a 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.

- C. Severability. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- D. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Travis County, Texas.
- E. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the Superintendent and the City Manager of the City of Austin, or designee.

This Interlocal Agreement is executed to be effective the date of the last party to sign.

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____
Mark Williams, President
Board of Trustees

Date: _____

CITY OF AUSTIN

By: _____
Rudy Garza
Assistant City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant City Attorney