

**2010 AMENDMENT OF THE FACILITY AND USE AGREEMENT BETWEEN THE  
CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT FOR THE  
J.J. PICKLE ELEMENTARY SCHOOL/ST. JOHN'S COMMUNITY CENTER**

This 2010 Amendment of the FACILITY AND USE AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT FOR THE J.J. PICKLE ELEMENTARY SCHOOL/ST. JOHN'S COMMUNITY CENTER ("Agreement") is entered into by and between the City of Austin, a Texas home rule municipality ("City"), and the Austin Independent School District, a Texas public school district ("AISD") (each a "Party" and collectively, the "Parties"). This amendment shall be effective upon the date of last signature (the "Effective Date").

**RECITALS**

**WHEREAS**, on February 8, 2000, the Parties entered into the Agreement, the purpose of which was to jointly fund, design and construct several buildings on what is generally known as the St. John Community Center campus, including an AISD elementary school, city library, city health care facility, recreation center, shared facilities and space for police department activities. These buildings are collectively referred to below as the "J.J. Pickle Elementary School/St. John Multipurpose Neighborhood Center" or "Center".

**WHEREAS**, the parties amended the Agreement in 2000 and 2001 in order to increase funding for the design and construction of the Center.

**WHEREAS**, all of the buildings described in the Agreement have been constructed and are used by the parties for various educational and municipal purposes.

**WHEREAS**, Section 10 of the Agreement addresses responsibilities for certain operation and maintenance costs for both the City and AISD buildings.

**WHEREAS**, the parties wish to amend the Agreement in order to authorize payment by City to AISD for certain services provided by AISD from September 1, 2006 through August 31, 2009, to authorize payment for the one-year period ending August 31, 2010, and to establish a process to meet and negotiate a subsequent amendment to clarify operating and maintenance responsibilities and payments..

**NOW, THEREFORE**, the parties agree to the terms and conditions stated below:

City and AISD agree to add a new Section 10.8, entitled "Operating and Maintenance Billing and Payment", to the Agreement, which shall read as follows:

**Section 10.8: Operating and Maintenance Billing and Payment**

- a) AISD shall invoice City on an annual basis for the City's share of minor repairs, replacement, grounds keeping, irrigation, HVAC maintenance, security, fire alarm and custodian services, supply costs, and utility costs incurred during the previous

AISD also agrees to specify on the invoice the costs incurred for services and utilities at the Shared Facilities, as defined in the Agreement. AISD agrees to provide reasonable back-up documentation, including invoices from any subcontractors and utility providers, upon request. The City's Contract Manager shall distribute copies of the invoice to the directors of the four City departments named above for review and approval. City shall pay AISD within sixty (60) calendar days of receipt of the invoice.

(c) City agrees to pay AISD the following amounts for O&M Services provided to the City's Library and Parks and Recreation Departments during the following periods:

September 1, 2007 through August 31, 2008 \$ 84,039.77

September 1, 2008 through August 31, 2009 \$165,801.22

TOTAL: \$ 330,111.54

d) Representatives of City and AISD agree to begin meeting, not later than October 15, 2010, to negotiate an amendment to the Agreement to further clarify and negotiate responsibilities and procedures under Section 10 (including but not limited to developing a method for calculating and paying utility costs and developing a method for calculating and paying significant repair costs), and to agree upon billing and payment processes for future years.

e) If the City and AISD are unable to finalize the terms and obtain approval of the subsequent amendment by May 31, 2011, the parties may choose to renew this Amendment for one additional 12-month term, in a not to exceed amount payable by City of \$200,000, upon written agreement of the parties. The renewal shall be contingent upon sufficient appropriations by City in the City's annual budget.

**IN WITNESS WHEREOF**, this Amendment has been executed and delivered on behalf of AISD and the City by their duly authorized representatives in one or more counterparts, which together with the Agreement and the two prior amendments shall constitute one agreement.

**AUSTIN INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Meria Carstarphen  
Superintendent  
Date: \_\_\_\_\_

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Bert Lumbreras, Assistant City Attorney  
Date: \_\_\_\_\_