

INTERLOCAL COOPERATION ACT AGREEMENT

Between The

**CITY OF AUSTIN
AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT**

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, the City of Austin and the Austin Independent School District (the "Parties") hereby agree to enter into this Agreement as follows:

Term

The initial term of this Agreement is from the latest date of final execution of the Agreement to September 30, 2011. Following this initial term, the Agreement shall automatically renew each October 1st (the "Renewal Date"). Notwithstanding any other term or condition herein, this Agreement may be terminated by any one of the Parties by giving written notice to the other parties in the month of July preceding an upcoming Renewal Date.

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.

General Obligations & Acknowledgements of Each Party

1. The Parties will share joint use of the parking lot facility on Shoal Creek Boulevard adjacent to House Park (see Exhibit A).
2. The Parties will share landscape maintenance of the parking lot facility, with Austin ISD caring for landscaping above the dotted line as shown on Exhibit A and the City caring for landscaping below the dotted line as shown on Exhibit A.
3. The parking lot's 241 parking spaces are generally allocated between the parties as marked on Exhibit A, specifically:

- a. 143 parking spaces are allocated to Austin ISD, including 8 accessible parking spaces
 - b. 98 parking spaces are allocated to City of Austin, including 4 accessible parking spaces (one at Skate Park, three in front of the Austin Recreation Center).
4. The exception(s) to the general allocation of parking spots is as follows: For the period approximately between September 1, 2010 and April 30, 2011, parking along the south side of the parking lot (31 spaces) will be intermittently unavailable and/or parallel instead of angle parking, due to City construction of a Skate Park.
5. Austin Independent School District has entered into a Memorandum of Understanding with Austin Community College District (ACC) regarding ACC's use of AISD parking spaces in this parking lot facility (see Exhibit B).

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.

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: **Mark Williams**
 President, Board of Trustees
 Austin Independent School District
 Attention: Melvin Wexler
 1111 West Sixth Street, #A240
 Austin, Texas 78703-5399
 Phone Number: 512-414-6425
 Email Address: mwaxler@austinisd.org

If to City of Austin: **Sara Hensley**
 Director, Parks and Recreation Dept.
 City of Austin
 Attention: Ricardo Soliz

919 W. 28 1/2 St.
Austin, Texas 78704
Phone Number: 512-974-9452
Email Address: Ricardo.Soliz@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.

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, proposals 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 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.

AGREED AND APPROVED

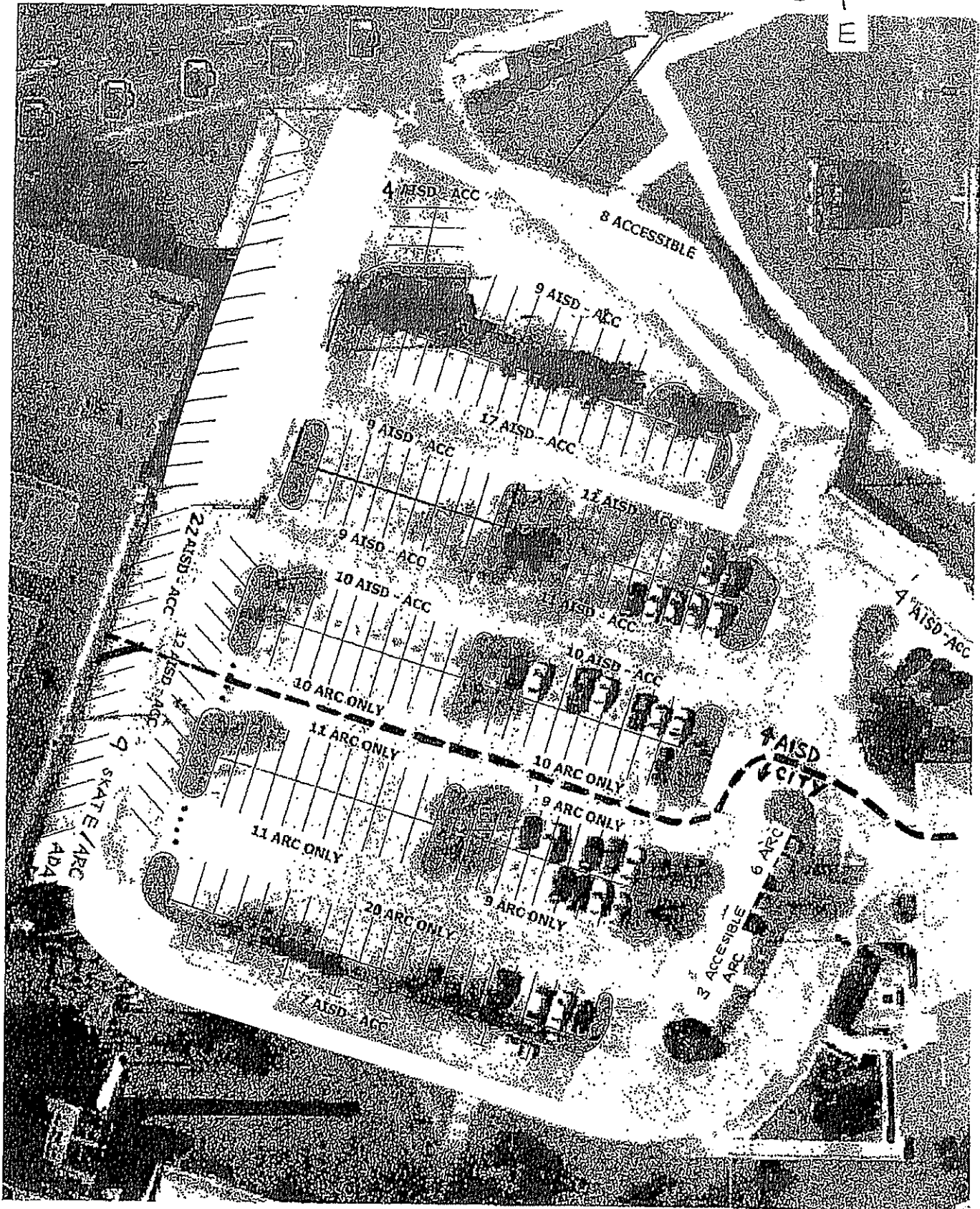
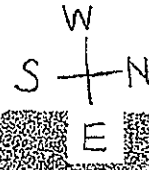
AUSTIN INDEPENDENT SCHOOL DISTRICT

By: Mark Williams Date: 10/25/10
Mark Williams, President
Board of Trustees
APPROVED AS TO LEGAL FORM
YMD 10.19.10

CITY OF AUSTIN

By: _____ Date: _____
Sara Hensley
Director, Parks and Recreation Dept.

EXHIBIT A



--- MEDIAN CARE DIVIDING LINE

EXHIBIT B

**MEMORANDUM OF UNDERSTANDING BETWEEN
AUSTIN COMMUNITY COLLEGE DISTRICT AND
AUSTIN INDEPENDENT SCHOOL DISTRICT REGARDING
SHARED USE OF PARKING FACILITIES
SEPTEMBER 1, 2010 THROUGH AUGUST 31, 2012**

This Memorandum of Understanding ("MOU") will serve to establish the terms and conditions under which Austin Community College District ("ACC") and Austin Independent School District ("AISD"), hereafter the "Parties," share the ACC garage parking facility located on Lamar and Shoal Creek Boulevards, the AISD parking lot facility on Shoal Creek Boulevard adjacent to House Park, the AISD parking lot facility located at Burger Center, the use of certain parking facilities on the campus of Crockett High School located at 5601 Manchaca Road, and the use of the ACC garage parking facility located on the ACC South Austin Campus located at 1820 West Stassney Lane.

The period of this MOU is effective for the time period of September 1, 2010 through August 31, 2012.

WHEREAS Texas Education Code §§ 130.082 and 130.084 grant public junior college districts the authority to enter into cooperative agreements with independent school districts as may be required to govern and manage junior colleges; and

WHEREAS Texas Education Code §§ 11.151 and 11.1512 grant public school districts the authority to enter into cooperative agreements with junior college districts as may be required to govern and manage public schools; and

WHEREAS the Texas Local Government Code § 272.001(j) authorizes a political subdivision to "donate, exchange, convey, sell or lease land, improvements or any other interest in real property to an institution of higher education...to promote a public purpose related to higher education...for less than its fair market value and without complying with notice and bidding requirements"; and

WHEREAS pursuant to such authorities and duties, the Parties desire to coordinate the utilization of the ACC garage parking facility located on Lamar Boulevard, the AISD parking lot facility located on Shoal Creek Boulevard adjacent to House Park, the AISD parking lot facility located at Burger Center, use of certain parking facilities on the campus of Crockett High School located at 5601 Manchaca Road, Austin, Texas 78745, and use of the ACC garage parking facility located on the ACC South Austin Campus located at 1820 West Stassney Lane, Austin, Texas 78745;

NOW THEREFORE, in consideration of the mutual benefit to be derived herefrom by the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually understood and agreed by the Parties as follows:

Shared use of the ACC garage parking facility located on Lamar and Shoal Creek Boulevards will be in accordance with the terms in Exhibit A.

Shared use of the AISD parking lot facility on Shoal Creek Boulevard adjacent to House Park will be in accordance with the terms in Exhibits B and C.

Shared use of the AISD parking lot facility at Burger Center, 3200 Jones Road, will be in accordance with the terms in Exhibits D and E.

Shared use of the Crockett High School parking facilities, 5601 Manchaca Road, will be in accordance with the terms in Exhibits F and G.

Shared use of the ACC South Austin Campus parking facility, 1820 West Stassney Lane, will be in accordance with the terms in Exhibits F and H.

This MOU shall be continued for a two-year period beginning September 1, 2010; however, unless either Party hereto has given the other party notice in writing at least ninety (90) days prior to September 1 that it declines to extend this MOU (the "Declination Notice"), the period of this MOU shall automatically be extended by one (1) year, so that on each September 1 during the period hereof, if no Declination Notice has timely been delivered by either Party hereto, there shall be two (2) years remaining in the period of this MOU.

Any notice provided hereunder by any Party to the other shall be in writing and may be either delivered by hand to the Party or to the Party's designated agent; deposited in the United States mail, postage paid, transmitted by telecopy or delivered by a reputable courier service to the following address or telecopy number:

Austin Community College District
President/CEO
5930 Middle Fiskville Road
Austin, TX 78752
512-223-7598
512-223-7158 (fax)

Austin Independent School District
Superintendent
1111 West 6th Street
Austin, TX 78703
512-414-2482
512-414-1486 (fax)

Either Party may designate a different agent or address for notice purposes by giving the other ten (10) days written notice in the manner provided above.

This MOU contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this MOU are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the term(s) or provision(s) of this MOU shall remain in full force and effect and shall in no way be effected, impaired or

invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this MOU to be inconsistent with the intent of the Parties hereto.

No assignment of this MOU or of any duty or obligation of performance hereunder shall be made in whole or in part by any Party hereto without the prior written consent of the other Party hereto.

No waiver of a breach of any provision of this MOU shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

No party to this MOU waives or relinquishes any immunity or defense on behalf of themselves, their trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

Austin Community College District

Austin Independent School District

Stephen B. Kinslow, Ph.D.
President/CEO
5930 Middle Fiskville Road
Austin, TX 78752
512-223-7599
512-223-7158 (fax)

Meria Joel Carstarphen, Ed.D.
Superintendent
1111 West 6th Street
Austin, TX 78703
512-414-2482
512-414-1486 (fax)

Barbara Mink, Ed.D.
President, Board of Trustees

Mark Williams
President, Board of Trustees

EXHIBIT A

Shared Use of ACC Garage Parking Facility at Lamar and Shoal Creek Boulevards

1. AISD has the use of all parking spaces in the ACC garage parking facility from 5:00 p.m. until midnight on the Friday evenings listed below for the use of overflow parking during AISD football games at House Park Field.
2. When parking spaces are available, AISD also has the use of open parking spaces in the ACC garage parking facility from 6:00 pm until midnight on the Thursday evenings listed below for the use of overflow parking during AISD football games at House Park Field.
3. AISD will provide the dates of varsity football games for the next academic school year prior to June 30 of the then current academic year to the ACC Executive Vice President for Operations (Austin Community College, Highland Business Center, 5930 Middle Fiskville Road, Austin, TX 78752).
4. AISD may request use of the ACC parking garage facility for Saturday and Sunday events upon prior approval by the ACC Executive Vice President for Operations (Austin Community College, Highland Business Center, 5930 Middle Fiskville Road, Austin, TX 78752). Requests for weekend event use must be in writing and received ten business days prior to the date of the event.
5. AISD security staff will provide oversight of the parking areas when used for AISD events. AISD security staff will use a common radio channel with ACC security staff during AISD events. AISD security dispatch units will access ACC video cameras to scan the ACC garage parking facility during AISD events.
6. AISD janitorial service will provide cleaning services in the ACC garage parking facility following AISD events.
7. The terms for utilization of the parking spaces apply to any subsequent years that this MOU is in force.

Exhibit B

Shared Use of AISD Parking Lot Facility Located on Shoal Creek Boulevard Adjacent to House Park

1. ACC has the use of 133 parking spaces as indicated on the attached Map 1. This parking area will be available for ACC faculty, staff and student parking for both day and evening activities from 6:00 a.m. to midnight; Sunday through Saturday, except on approximately 30 AISD game days at House Park Field.
2. ACC will provide appropriate signage for the parking area and also will provide directional signs as necessary.
3. AISD security staff will provide oversight of the parking areas when used for AISD events. AISD security staff will use a common radio channel with ACC security staff during AISD events. After video cameras are placed on sight, AISD security dispatch units will access ACC video cameras to scan the parking facility during AISD events.
4. On game days, ACC has the use of 133 parking spaces as indicated on Map 1 from 6:00 a.m. to 4:00 p.m.
5. On game days, AISD has full use of all 133 parking spaces on games days after 4:00 p.m. as they become available.
6. Game days must be designated in writing no later than June 30 of the then current academic school year to the ACC Executive Vice President for Operations (Austin Community College, Highland Business Center, 5930 Middle Fiskville Road, Austin, TX 78752).
7. The terms for utilization of the parking spaces apply to any subsequent years that this MOU is in force.
8. Approximately 22 of the 133 spaces assigned to ACC are located on City of Austin property. Use of these specific 22 parking spaces by ACC and AISD is subject to the City of Austin making these 22 parking spaces available.

Exhibit C

**133 Parking Spaces at the AISD Parking Lot Facility Located on Shoal Creek
Boulevard Adjacent to House Park**

SEE ATTACHED MAP (EXHIBIT C)

EXHIBIT D
Shared Use of AISD Parking Lot Facility Located at Burger Center,
3200 Jones Road

1. ACC has the use of 200 parking spaces at Burger Center on 3200 Jones Road as indicated on Exhibit E, attached hereto. This parking area will be available for ACC faculty, staff and student parking activities from 7:00 a.m. to 6:00 p.m., Monday through Friday.
2. ACC will provide appropriate signage for the parking area and also will provide directional signs as necessary.
3. ACC security staff will provide security personnel and oversight of the parking areas when used by ACC faculty, staff, and students.

Exhibit E

**200 Parking Spaces at AISD Parking Lot Facility Located at Burger Center,
3200 Jones Road**

SEE ATTACHED MAP (EXHIBIT E)

Exhibit F

Shared Use of Certain Parking Facilities on the Campus of Crockett High School Located at 5601 Manchaca Road, Austin, Texas 78745, and Use of the ACC Garage Parking Facility Located on the ACC South Austin Campus Located at 1820 West Stassney Lane, Austin, Texas 78745

1. Crockett High School has a parking area located along Manchaca Road and also has several parking areas located along West Stassney Lane.
2. ACC has a parking garage and parking lot located on the South Austin Campus located at 1820 West Stassney Lane, Austin, Texas 78745.
3. Neither party will charge for use of the various parking facilities.
4. ACC has permission to park south of the midpoint driveway in the south section of the Manchaca Road parking lot, the location of which is indicated on Exhibit "G," beginning approximately September 1, 2010. This parking area will be available for use by ACC faculty, staff, and student parking throughout the school year for both day and evening activities at the ACC South Austin Campus.
5. ACC has permission to use the parking areas along Stassney Lane, the location of which is indicated on Exhibit "G," for use by ACC faculty, staff and student parking for both day and evening activities at the ACC South Austin Campus beginning on September 1, 2010 and as extended by the terms of this MOU.
6. Crockett High School may use parking areas located at ACC's South Austin Campus as available, the location of which is indicated on Exhibit "H". Use must be requested in writing, security supervision determined, and scheduled in advance with the ACC South Austin Campus Manager.
7. ACC may use parking areas located at Crockett High School for special events. Use must be requested in writing, security supervision determined, and scheduled in advance with the Crockett Management Assistant.
8. ACC will provide appropriate signage for the parking area located on the Crockett High School campus and also will provide directional signs to the ACC South Austin Campus. The wording and location of ACC signage on the Crockett campus must be approved by the Crockett Management Assistant.
9. ACC campus security will provide security personnel and oversight of Crockett High School parking areas used by ACC.

Exhibit G

**Shared Use of Crockett High School Parking Facilities Located on
5601 Manchaca Road**

SEE ATTACHED MAP (EXHIBIT G)

Exhibit H

Parking Areas Located at ACC's South Austin Campus as Available.

SEE ATTACHED MAP (EXHIBIT H)