

**INTERLOCAL AGREEMENT
BETWEEN
THE AUSTIN INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF AUSTIN
REGARDING SUMMER SCHOOL PROGRAMS AT BRUSH SQUARE
MUSEUMS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made between the Austin Independent School District (“AISD”), a political subdivision of the State of Texas and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas (“the City”), through its duly authorized City Manager or designee (together the “parties” and each individually, a “party”).)

Recitals

WHEREAS, the City and AISD are authorized to enter into this Agreement under the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791;

WHEREAS, the City operates the Brush Square, one of six Texas parks honored with designation as a Lone Star Legacy Park by the Texas Recreation and Park Society;

WHEREAS, Brush Square is home to the Susanna Dickinson and the O. Henry Museums that endeavor to inspire curiosity, creativity, and critical thinking through interactive learning experiences;

WHEREAS, AISD provides free summer school for eligible emergent bilingual Pre-kinder 4 and Kindergarten students participating in Dual Language and ESL Programs; and

WHEREAS, the City and AISD share a mutual interest in partnering in summer programs that allow students to explore the depth of Texas history through stories, artifacts, and interactive activities and to help students create a strong foundation for future academic success;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, AISD and the City agree as follows:

I. Obligations of the City

- A. The City's Brush Square Museums will offer students cultural engagement, language development, gross and fine motor skills, and contextual understanding activities to optimize students' learning experience by making learning effective as well as fun. (See Exhibit A)
- B. The City will staff these summer school activities at AISD schools with one to two staff members and will provide all supplies for museum programs.
- C. The City will coordinate with AISD to determine mutually acceptable dates, times, and schools for the summer school museum activities.
- D. The City will provide these programs at no costs to students.

II. Obligations of AISD

- A. AISD shall be responsible for providing staff supervision for students during the museum activities.
- B. AISD shall be responsible for providing students with transportation to and from the schools designated for the programs.
- C. AISD shall be responsible for student registration.
- D. AISD shall provide the transportation, facilities, and staff supervision for these programs at no costs to students.

III. Term, Termination

- A. This Agreement will be effective from the date of execution for a one-year term with five additional 12-month renewal options. This Agreement will be renewed automatically on the anniversary date for the five successive 12-month terms, unless amended or terminated in accordance with other provisions of this Agreement.
- B. If either party defaults in the performance of any term or condition of this Agreement, the defaulting party will have thirty (30) calendar days to cure the default after receipt of a written notice of the default. If the default is not cured within this time period to the satisfaction of the party that provided the notice, such party will have the right, with notice, to terminate this Agreement. In addition, either party may terminate this Agreement without cause at any time by providing written notice, not less than 30 days' written notice to other party.

IV. General Provisions

The City and AISD represent and warrant that in the performance of each party's respective obligations as set forth in this Agreement, each is carrying out a duly authorized governmental function, as defined by Section 791.003, Texas Government Code.

- A. Modification. This Agreement can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.
- B. Jurisdiction and Venue. This Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply to the substantive law of another State or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- C. No partnerships. This Agreement shall not make or be deemed to make any party to this Agreement an agent for or the partner of any other party.
- D. Entire Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to conflicts of laws rules that would apply the law of any other jurisdiction. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. All proposals, negotiations and representations (if any) made prior to execution of this Agreement are merged in this Agreement. 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. The counterparts to this Agreement may be executed and delivered by electronic signature by either party and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received. Neither AISD nor City shall be bound by an oral agreement or representation, irrespective of when made.

- E. Notice. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Hand-delivered notices shall be deemed delivered upon receipt by the addressee. Notices delivered by fax or e-mail are considered delivered three (3) business days after transmittal or when received by the addressee, whichever is earlier. Routine communications may be made by first class mail, e-mail, telefax, or other commercially accepted means. The address of the parties for all purposes shall be:

City of Austin:

Genesis Gavino
Chief of Staff
P.O. Box 1088
Austin, Texas 78767

With Copy to:

Angela Means
Director, Austin Arts, Culture, Music and Entertainment
P.O. Box 1088
Austin, Texas 78767

Austin Independent School District:

Matias Segura
Superintendent
1111 West Sixth Street
Austin, TX 78703
cc: Chief Academic Officer

Either Party may designate an alternative addressee or address by sending written notice to the other Party.

- F. Incorporation of Recitals. The recitals that appear at the beginning of this Agreement are incorporated into this Agreement by reference
- G. Effective Date. Following approval by the Austin City Council this Agreement is effective on the last date signed below.
- H. Compliance with Laws. AISD agrees to comply with all applicable federal, state, and local laws and regulations in providing services under this Agreement.

- I. Liability: To the extent allowed by Texas law and the Constitution of the State of Texas, the City and AISD agree that each party is responsible for its own proportionate share of any liability for its negligent acts or omissions.
- J. Designation of Contract Managers. Each Party will designate a Contract Manager for this Agreement. If the Contract Manager for either Party changes, the Party must send written notification informing the other party of the new Contract Manager.
 - 1. The City's Contract Manager for this Agreement is the Brush Square Museums Site Coordinator who will be responsible for assigning appropriate staff for oversight and monitoring of AISD's performance under this Agreement.
 - 2. City's Contract Manager:
 - a. May meet with AISD to discuss any operational issues or the status of the services or work to be performed; and
 - 3. AISD's Contract Manager for this Agreement is the Elementary and Secondary Bilingual/English as a Second Language Compliance Coordinator, who will represent AISD regarding the performance of this Agreement and will be the designated point of contact for the City Contract Manager.
- K. Independent Contractors. This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. City and AISD are independent contractors. AISD agrees and understands that the Agreement does not grant to AISD or its employees any rights or privileges established for employees of the City.
- L. No Third-Party Beneficiaries. The provisions and conditions of this Agreement are solely for the benefit of the City and AISD and are not intended to create any rights, contractual or otherwise, to any other person or entity.
- M. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.
- N. Non-Waiver. In no event will the acceptance or receipt of reports by the City from AISD, or any other act or failure of the City to insist in any one or more instances upon compliance with a term or condition of this Agreement constitute or be construed to be a waiver by City of any other instance of non-compliance, nor of any breach of covenant or default by AISD which may subsequently occur. Neither will such act, or omission in any manner impair or prejudice any right,

power, privilege, or remedy available to the City to enforce its rights, which rights, powers, privileges, or remedies are always specifically preserved. No employee or agent of the City may waive the effect of this provision.

- O. Conflict of Interest. AISD covenants that neither it, nor any member of its governing body, presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required to be performed under this Agreement. AISD further covenants that, in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body. AISD further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with which they have family, business, or other ties. AISD acknowledges that no officer, employee, independent consultant or elected official of City who is involved in the development, evaluation or decision-making process, or the performance of any solicitation regarding this Agreement shall have a financial interest, direct or indirect, in the Agreement. AISD acknowledges that if it takes action, directly or indirectly, that results in a violation of this provision, City in its sole discretion may void this Agreement.
- P. Publicity. Where such action is appropriate as determined by the City, AISD will publicize the activities conducted by AISD under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for AISD will recognize the City as a partner.
- Q. Termination for Public Safety. The City will have the right to terminate this Agreement without prior notice, due to AISD's or its vendors' action or inaction that results in an immediate threat to public health, safety and welfare and for which there is no cure.
- R. Dispute Resolution.
 - 1. If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and

any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

2. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and AISD agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, and AISD and the City agree they will compel participation of vendors in mediation if applicable to the dispute. The City and AISD will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

CITY OF AUSTIN:

By: _____ Date: _____

Genesis Gavino
Chief of Staff

AUSTIN INDEPENDENT SCHOOL DISTRICT:

By: _____ Date: _____

Arati Singh
President, Board of Trustees

APPROVED AS TO FORM:

By: _____

Assistant City Attorney

Exhibits:

Exhibit A – Brush Square Museums Summer School Program.



BRUSH SQUARE MUSEUMS
AUSTIN • TEXAS

Brush Square Museums Summer School Partnership

Brush Square Museums is pleased to be partnering with the Summer School program this year to provide engaging, interactive learning activities that promote students' academic progress and language acquisition. Through the collaboration, we aim to add depth to the curriculum by bringing interactive experiences to complement the program's focus on early Texas history, narrative, and writing, and reinforce core skills in language, writing, and mathematics.

Our Vision

As stewards of Texas history and literature, Brush Square Museums—home to the Susanna Dickinson Museum and the O. Henry Museum—endeavors to inspire curiosity, creativity, and critical thinking through interactive learning experiences. Our summer school partnership will introduce students to the depth of Texas history and the transformative power of storytelling, fostering a love of learning and personal expression.

Features

- **Dates agreed upon.**
- Activities will be staffed by 1-2 museum staff members.
- All supplies for museum programs will be provided by the museum.

Program Contributions

During the **agreed-upon dates**, Brush Square Museums will offer:

- **Cultural Engagement:** Students will explore Texas history through the stories and legacies of early Texans like Susanna Dickinson. With engaging stories, artifacts, and interactive activities, lessons will bring history to life, making it relevant to students' lives, fostering engagement, a sense of belonging, and greater understanding.
- **Language Development:** Drawing inspiration from O. Henry's writings, students will explore the art of storytelling. They'll analyze plot construction, character development, and literary techniques, building confidence and creativity.
- **Gross & Fine Motor Skills:** Students will interact physically with learning materials as they participate in hands-on activity, developing their motor skills while strengthening engagement with the course content.
- **Contextual Understanding:** Students will gain hands-on knowledge that makes abstract ideas in history, arts, and social science easier to understand, while also improving language comprehension.

By weaving in history, literature, and narrative into the summer curriculum, Brush Square Museums aims to create a vibrant, supportive learning community in which students can refine skills required in history, writing, the arts, and language. We aim to optimize students' learning experience through this cooperation, making learning effective as well as fun.

We are excited to be a part of the Summer School program and help students create a strong foundation for future academic success through the power of history and storytelling!