

**AGREEMENT BETWEEN THE CITY OF AUSTIN AND
THE AUSTIN INDEPENDENT SCHOOL DISTRICT REGARDING
DEVELOPMENT AND SHARED USE OF JOINTLY OWNED FACILITIES,
GROUND IMPROVEMENTS AND OPEN SPACES**

1. **PARTIES:** This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the City of Austin (the “City”), and Austin Independent School District (the “AISD”) hereinafter collectively referred to as the “Parties” and each, a “Party”.
2. **AMENDMENT AND RESTATEMENT OF 1984 JOINT USE MEMORANDUM AND PRIOR AGREEMENTS:** It is the intent of the Parties to amend, restate and replace that certain Joint AISD/City Council Information Memorandum dated January 9, 1984, and all subsequent amendments (collectively, the “1984 Joint Use Agreement”). Effective as of the date of this Agreement, all terms, conditions, and provisions contained in the 1984 Joint Use Agreement are hereby superseded, amended and restated by the terms of this Agreement. For clarification, as of the effective date of this Agreement, the 1984 Joint Use Agreement shall be of no further force and effect and the terms, conditions and provisions of this Agreement (as may be amended from time to time by the Parties in writing) shall govern and control all aspects of the use, ownership, planning, operations and maintenance of Joint Use Facilities (as defined herein), including without limitation, cost sharing responsibilities and construction and maintenance responsibilities and obligations.
3. **AUTHORITY:** This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas state code to increase efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state. City of Austin Resolution 201990131-038 calls for the City to prioritize the existing and ongoing collaborative work of the City of Austin Strategic Facilities Governance Team and AISD to identify opportunities to achieve shared priority policy goals, including open space, recreation, and environmental protection. 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 government function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter.
4. **PURPOSE.** The purpose of this Agreement is to provide the foundation, terms, and conditions upon which future jointly-owned facilities, ground improvements, and open spaces will be constructed, maintained, replaced, and upgraded, including without limitation, cost sharing responsibilities and obligations and to provide the governing terms and conditions for maintaining, upgrading and replacing existing jointly-owned facilities, ground improvements and open spaces (all such jointly owned facilities, ground improvements and open spaces, whether in existence as of the date of this Agreement or in the future, collectively, the “Joint Use Facilities”). However, to the extent entered into by the Parties, site-specific joint use agreements shall take precedence over this Agreement in the event of inconsistency between the terms of this Agreement and such site-specific joint use agreements. In order to provide opportunities for recreation, access to greenspace

and to offer the taxpayers the greatest possible benefit from their investments in public expenditures, it is necessary to establish a specific and formal system of communication between AISD and the City to provide for joint development, maintenance, and acquisition of Joint Use Facilities, and to improve coordination between the Parties. The purpose of this Agreement is to assure continuity, transparency, and the coordinated management of the Joint Use Facilities.

5. **Intentionally omitted.**
6. **ADMINISTRATION:** The Parties acknowledge that regular, ongoing communication is vital to the success for the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the Parties according to the terms of this Agreement and jointly administered by the AISD Superintendent or their designee and the Director of Parks and Recreation or his or her designee, as such designees may be appointed by the AISD Superintendent and/or the Director of Parks and Recreation in writing (which writing may be in form of electronic mail to the email notices in this Agreement) from time to time (each a "Designated Representative"). Administration may consist of staff from maintenance, planning, facilities and operations, and other relevant departments from both AISD and the City (the "Administrative Committee"). This Administrative Committee shall identify a point of contact for each agency for public inquiries. Any decision made by a Designated Representative, or, if no Designated Representative is appointed by either the AISD Superintendent or the Director of Parks and Recreation at the time such decision is made, by the AISD Superintendent or Director of Parks and Recreation, as applicable, shall be binding on the Party thereby represented, and the other Party shall have the right to rely on the decision made by such Designated Representative or the AISD Superintendent or Director of Parks and Recreation, as applicable.
7. **TERM.** This Agreement shall be for a period of twenty (20) years ("Term"). At the expiration of such Term, the Term may be extended for three additional ten (10) year terms through the written agreement of the Parties. Either Party may provide written notice to the other party of its intent to renew the agreement not less than ninety (90) days prior to the expiration of the current Term. The Party receiving such notice shall provide written confirmation of its acceptance of the extension of the Agreement. Notwithstanding the foregoing, in the event either Party provides such timely notification of its desire to terminate this Agreement, this Agreement shall not be terminated until such date as a replacement agreement is agreed to and entered into by AISD and the City governing the terms, provisions, conditions, obligations, and responsibilities of AISD and the City with respect to the ownership, acquisition, operations, maintenance, planning, and other aspects relating to the joint ownership of all Joint Use Facilities.
8. **DEFINITIONS:**

AISD Facilities: AISD-owned School Grounds and School Buildings.

Community Partners: As it pertains to this agreement, any group, organization, or agency that provides assistance to the school park and its features.

Design/Maintenance Addendum: The Addendum attached hereto which governs the design, maintenance and related responsibilities, rights, and obligations of the Parties with respect to Joint Use Facilities. The Design/Maintenance Addendum may be updated, supplemented, or amended from time to time by the Parties in writing. Upon the mutual agreement of the Parties in writing to update, supplement and/or amend the Design/Maintenance Addendum, the Design/Maintenance Addendum attached hereto will be automatically updated and a written record provided to each Party, without necessity of obtaining consent and approval from AISD's Board and the City's City Council. Notwithstanding the foregoing, if proposed changes to the Design/Maintenance Addendum may result in additional expense to the City that exceeds the spending authority of the City Manager, approval of the City Council will be required.

Finance Addendum: The Addendum attached hereto which governs the financing and cost sharing obligations of the Parties with respect to Joint Use Facilities. The Finance Addendum may be updated, supplemented, or amended from time to time by the Parties in writing. Upon the mutual agreement of the Parties in writing to update, supplement and/or amend the Finance Addendum, the Finance Addendum attached hereto will be automatically updated and a written record provided to each.

Joint Use Facility: The term "Joint Use Facility" shall have the meaning provided for in Section 4 hereof, provided, however, such term shall include any real property jointly owned by the City and AISD.

Maintenance Expenses: Expenses incurred in the upkeep, repair, and improvements of grounds and amenities.

PARD Long Range Plan: A long-term vision plan for the entire organization with a timeframe typically of 10 years. The PARD Long Range Plan includes recommendations for future acquisitions, park amenities, trails, redevelopment initiatives, programming, and partnerships, as well as implementation strategies.

Planning Addendum: The Addendum attached hereto which governs the initial planning of Joint Use Facilities by the Parties, including without limitation initial establishment of shared goals and through the use, creation, and ownership of Joint Use Facilities. The Planning Addendum may be updated, supplemented, or amended from time to time by the Parties in writing. Upon the mutual agreement of the Parties in writing to update, supplement and/or amend the Planning Addendum, the Planning Addendum attached hereto will be automatically updated and a written record provided to each Party, without necessity of obtaining consent and approval from AISD's Board and the City's City Council. Notwithstanding the foregoing, if proposed changes to the Planning Addendum

may result in additional expense to the City that exceeds the spending authority of the City Manager, approval of the City Council will be required.

Project: Site and/or building improvements approved by the Parties for construction on each Joint Use Facility premises.

Project Budget: A budget document setting forth the proposed budget for the Project, as well as the allocation of such budgeted amounts to the Party responsible.

School Buildings: The physical school building including the classrooms, gyms, libraries, auditoriums, administration areas, cafeteria, kitchens, and other interior spaces.

School Grounds: Open spaces, athletic fields and courts, playfields, playgrounds, site features, and other amenities exterior to the building.

School Park: A school park is typically slightly smaller than a neighborhood park that is co-owned by AISD and the City of Austin to provide recreational facilities for the student population during school hours, and then the neighborhood during non-school hours.

Undivided Interest (ownership): Co-ownership of a portion of real property being a school site between AISD (or its predecessor in interest) and the City. The area within such jointly owned real property is as stated expressly in the warranty deed or other grant instrument conveying the Property to AISD and the City. For purposes of reference only, the ownership proportions are memorialized in Exhibit A attached hereto (as supplemented and updated from time to time to add new Joint Use Facilities). The area is described by metes and bounds through a warranty deed, or in some cases, with property acquired through condemnation, they are finalized in an Agreed Final Judgment. The Agreed Final Judgment, a document that is accepted as in lieu of warranty deed, is then recorded in the real property records and includes the Undivided Interest of each Party.

9. **PLANNING.** AISD and the City Parks and Recreation Department (“PARD”) through its Planning Division may each involve the other entity in their long-range acquisition and development planning process to encourage joint planning and to prevent duplication of facilities and services. To facilitate this process, each entity may recognize and utilize the efforts of the Designated Representatives of the other Party in their long-range planning process. (See Planning Addendum). To the extent that any real property to be acquired by either Party is intended to be a Joint Use Facility, prior to obtaining fee simple or easement rights in and to such real property, the acquiring Party shall obtain the prior written consent of the other Party to determine how such real property will be developed, used, and maintained in accordance with the terms of this Agreement and which Party will be the primary user. Further, any real property to be acquired for a Joint Use Facility shall automatically be subject to the terms and conditions of this Agreement and such real property shall be deemed owned as agreed by the Parties.

10. **DESIGN.** It is recognized that AISD has the responsibility for designing and providing facilities primarily to be used for educational purposes and PARD shares similar responsibilities for designing Joint Use Facilities that will be utilized primarily for recreational purposes. For clarification, a Joint Use Facility's primary use shall be determined as follows: a Joint Use Facility that is used by AISD for its exclusive use during the hours of school operations (such as a School Park being closed to the general public during school hours of operation Monday through Friday during the AISD school calendar year) and open to the general public on weekends and during months when AISD is not utilizing such Joint Use Facilities, the primary use of such Joint Use Facility is educational. Exhibit A attached hereto lists the ownership percentages of each Party with respect to its undivided interest in each Joint Use Facility set forth therein. Exhibit A attached hereto shall be updated and supplemented to add new Joint Use Facilities and a record of all then-existing Joint Use Facilities and the Parties' respective undivided ownership interests shall be kept with each Designated Representative or his or her designee. (See Design /Maintenance Addendum and Exhibit A)
11. **MAINTENANCE.** The maintenance of grounds, equipment and facilities utilized for programming of Joint Use Facilities shall be performed as agreed by both entities in such a manner as to realize the greatest savings to the taxpayer in accordance with the Design/Maintenance Addendum attached hereto. (See Design/Maintenance Addendum).
12. **PROGRAM.** The operation of joint programs by the Parties will maximize shared resources to better serve the implementation of programs. The City and AISD supervisors involved in areas where site features or joint programming is to take place shall meet periodically or as needed, for communication and coordination of the programs. The day-to-day decisions of program specifics shall be developed at this level and included in individual shared use agreements. Should an event (i.e. ribbon-cutting) take place, the event shall be planned in coordination with the school principal, PARD communications office, and the AISD Department of Communications & Community Engagement.
13. **FINANCE.** The initial site development costs of improvements to be jointly developed shall be incurred by the Party initiating and/or requesting the installation of Joint Use Facilities and, unless otherwise agreed upon by the Parties, initiating the construction and installation of the Facilities, as more particularly described in the Finance Addendum. (See Finance Addendum).
14. **USE OF FACILITIES, GROUND IMPROVEMENTS AND OPEN AREAS.**
 - a. Use and operation of Joint Use Facilities shall be on a shared basis between the City and AISD. The terms of facility use including scheduling, control, maintenance, and site supervision shall be determined between AISD and the City in shared use agreements to the extent not addressed in this Agreement. To the extent a shared use facility agreement is not adopted with respect to a particular Joint Use Facility, each Party shall be responsible for scheduling, controlling, and maintaining (with

the exception of capital repairs and/or repairs necessitated by the use of the other Party, including, with respect to the City, members of the public, during such Party's designated use times) during its hours of use. For example, a School Park will be scheduled, controlled and maintained by AISD during regular school hours and by the City during hours when the School Park is open to the public (including without limitation, hours when the School Park is closed to the public at such times as other public parks are closed to the public, and not during regular school hours). Any gates enclosing Joint Use Facilities will remain unlocked outside of regular school hours. Each school will be responsible for locking and unlocking gates for Joint Use Facilities located at that school's property.

- b. One objective of this Agreement is to minimize billing and rental agreements between the Parties; however if it is more convenient for this using Party to pay incurred cost for specific events/use, that Party may do so at its option pursuant to a written agreement signed by both Parties.
- c. Fees for the use of City and AISD facilities shall be determined by the mutual agreement of the Parties on an annual basis.
- d. During construction projects on sites or properties containing Joint Use Facilities, AISD may place temporary construction mobile facilities on the land containing Joint Use Facilities with the prior written consent of the City. AISD shall consult with the City regarding the location and duration of the placement prior to the placement of the facilities.

15. **RIGHTS AND RESPONSIBILITIES.**

- a. **Compliance with Rules and Laws.** The Parties shall comply with all applicable laws, ordinances, and regulations as well as applicable local policies and procedures. AISD is a tobacco free, drug, free, and weapon free environment. Employees, patrons and agents of the Parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host Party at all times. Both Parties agree to comply with all local ordinances and state and federal laws applicable to this Agreement and the activities it contemplates, including, but not limited to, the Americans with Disabilities Act, Section 504 of the 1973 Rehabilitation Act, Title IX of the Education Amendments of 1972, and the Health Insurance Portability and Accountability Act of 1996.
- b. **Responsibilities.** AISD shall not be liable for any claims, damages, or attorney fees arising from any negligence or unlawful acts of City or its employees in relation to this Agreement. City shall not be liable for any claims, damages, or attorney fees arising from any negligence or unlawful acts of AISD or its employees, agents, or representatives in relation to this Agreement. AISD and City both acknowledge that each entity remains otherwise responsible, to the extent allowed by Texas law, for any claims or losses from personal injury, death, or property damages resulting from the acts or omissions of that entity, its agents, employees, or representatives

and that each entity will be responsible for the handling of the portion of any claim related to this Agreement, which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

16. **REMEDIES/NOTICES:**

a. **Remedies Upon a Party Default.** To the extent either Party breaches its respective covenants or obligations under this Agreement, and such failure continues beyond (i) 5 business days from written notice of such failure or default by the non-defaulting Party for failure to comply with monetary requirements or obligations or (ii) 30 business days for failure to comply with non-monetary requirements or obligations (other than failures which will result in imminent damage or destruction to persons or property which cannot be cured within a certain time period), an "Event of Default" shall be considered to have occurred. During the continuance of an Event of Default, the non-defaulting Party shall have all rights and remedies against a defaulting Party that are available under applicable laws and at equity; provided, however, in no event shall termination of this Agreement or partition of a Joint Use Facility be a remedy available to a non-defaulting Party without consent of the defaulting Party. The non-defaulting Party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The Parties agree that they will use their best efforts to resolve any disputes and may engage in mediation as required under Section 17 hereof before initiating any lawsuit to enforce their rights under this Agreement. The Parties shall have all remedies available in law or in equity, and nothing in this Agreement shall be construed to limit either Party's right to recover damages or to seek other authorized and appropriate curative remedies if a breach of contract action is filed by a non-defaulting Party to this Agreement.

b. **Recipient of Notices.** Notice shall be sent to the Parties as follows:

If to AISD: Austin Independent School District
4000 S IH 35 Frontage Rd
Austin, TX 78704
Attention: Chief of Operations
Phone Number: 512-414-3112
Email: matias.segura@austinisd.org

If to City: City of Austin

P. O. Box 1088
Austin, TX 78767
Attention: Director, Parks & Recreation Department
Phone Number: 512-974-6722
Email: kimberly.mcneeley@austintexas.gov

The Parties may change the person designated for receipt of notice by giving notice in writing to the other Party, identifying the new person designated for receipt of notice and

providing the person's mailing address and contact information. On or before August 1st of each year during the term of this Agreement, the AISD Superintendent and the Director of Parks and Recreation shall provide written notice to the other Party of any change in the Designated Representative from the prior twelve (12) month period. If no change is given, the Designated Representative remains the same person as in the immediately preceding twelve (12) month period. All notices and consent requests to be given or requested in writing under this Agreement may be given by electronic mail to the addresses stated above (as supplemented from time to time in accordance with this paragraph) and shall be deemed given and received the same day so long as such e-mail is sent (i) during the following normal business hours 8:00am Austin, Texas time and 5:00pm Austin, Texas time, and (ii) on a date on which neither AISD nor City is closed for business.

17. **DISPUTE RESOLUTION.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, prior to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. The Parties shall equally split the expenses of the mediator and the facility for the mediation. Each Party shall otherwise pay its own expenses. Mediation shall also take place prior to a non-defaulting Party exercising its remedies for an Event of Default, provided, however, if no agreement can be reached by mediation during a ninety (90) day period following the occurrence of an Event of Default, the requirement to mediate hereunder shall no longer be in effect for such Event of Default and the non-defaulting Party shall have the right available to it under Section 16 hereunder.
18. **CONFIDENTIALITY:** City shall maintain strict confidentiality of all information, data or records relating to students of the AISD, in accordance with applicable laws and regulations. City shall not disclose confidential or protected health information except as required by this Agreement, or as may be required or permitted by law.
19. **INSURANCE.** Each Party will have and maintain insurance coverage at a level sufficient to cover the needs of that Party pursuant to applicable generally accepted business standards. If required, each entity agrees to procure and maintain workers' compensation and public liability insurance to protect it from liability for injuries or damages to its employees. Each Party shall name the other Party as an additional insured under its insurance policies and, upon written request by the other Party shall provide evidence of such coverage and additional insured endorsements, from time to time. Notwithstanding the foregoing, the City is a self-insured entity and does not maintain commercial liability insurance and nothing in this Agreement shall be construed as an obligation for City to carry insurance of any type.
20. **SURVIVAL OF OBLIGATIONS.** All provisions of this Agreement that impose continuing obligations on the Parties beyond the term of this Agreement, including, but not

limited to, provisions related to confidentiality, shall survive the expiration or termination of this Agreement.

21. **ASSIGNMENT.** A Party to this Agreement may not assign or transfer its interests under this Agreement without prior written approval of the non-assigning Party.
22. **ENTIRETY OF AGREEMENT AND AMENDMENTS.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations, whether oral or written, concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment signed and executed by both Parties to this Agreement. Notwithstanding the foregoing, the Addenda to this Agreement, including without limitation, the Design/Maintenance Addendum, the Finance Addendum, and the Planning Addendum may be amended or supplemented from time to time, by a written agreement signed by the Director of Parks and Recreation and the AISD Superintendent and shall be kept in the jointly maintained records of the Parties.
23. **PERFORMANCE.** The obligations arising under this Agreement shall be performed in Travis County, Texas.
24. **JURISDICTION.** The Parties agree that this Agreement is governed by the laws of the State of Texas and that the venue for a dispute arising from this Agreement shall be in Travis County, Texas.
25. **SEVERABILITY.** If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.
26. **FORCE MAJEURE.** A Party shall not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by an act of God, catastrophic storm, fire, riot, sabotage, domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions that affect a Party's cost but not its ability to perform. Force Majeure will in no event excuse a default that can be cured by the payment of costs or fees (e.g. maintenance expenses, insurance). The Party invoking Force Majeure shall give prompt, timely, and adequate notice to the other Party by telephone confirmed promptly thereafter in writing in accordance with Section 5 of this Agreement. If a default or delay in performance under this Agreement due to Force Majeure cannot be cured by the due diligence of the Party invoking Force Majeure, the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such Force Majeure.

27. **TEXAS PUBLIC INFORMATION ACT.** Each Party agrees that it is required to comply with Chapter 552 of the Texas Government Code (“Public Information Act” or “Act”) and that this Agreement, non-legal work product produced under this Agreement, and all information obtained by either Party in connection with this Agreement is subject to the Act. If either Party receives a request for information related to the services provided under this Agreement, the information must qualify for an exception provided by the Act to be withheld from public disclosure.
28. **LIABILITY AND CLAIMS.** Approval by AISD or City of any payment or performance by the other Party under this Agreement shall not constitute nor be deemed a release of the responsibility and liability of either Party, their employees, agents, or affiliates for their own acts, nor shall approval be deemed to be the assumption of such responsibility or liability by AISD and/or City for any defect, error, omission, or act of negligence or bad faith by AISD and/or City or their respective employees, agents, or affiliates. Notwithstanding the foregoing, however, a designation of responsibilities by one Party to the other Party in writing that clarifies or amends the standards and obligations set forth in this Agreement shall be deemed to control over the terms and provisions in this Agreement and shall operate to amend such obligation.
29. **RESERVATION OF RIGHTS/ NON-WAIVER OF DEFAULT.** If any Party to this Agreement breaches this Agreement, the other Party shall be entitled to any and all rights and remedies provided by Texas law and any applicable Federal laws or regulations, subject, however, to Section . All rights of the Parties under this Agreement are specifically reserved, and any payment, act, or omission by a Party shall not impair or prejudice any remedy or right of that Party. The exercise or failure to act in response to the other Party’s breach or default of this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
30. **CLAIMS NOTIFICATION.** If any claim or other action, including proceedings before an administrative agency, is made or brought by any person or entity against AISD or City alone related to this Agreement, the Party against whom the claim or other action is made shall give written notice to the other Party of the claim or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include the following: (i) the name and address of the person or entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; (ii) the basis of the claim, action, or proceeding; (iii) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and (iv) the name or names of any person or entity against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 5 of this Agreement. Except as otherwise

directed, the Party against whom the claim has been made shall furnish to the other Party copies of all pertinent papers received by that Party.

31. **CITY OPERATING BUDGET.** If City's governing body does not appropriate, budget, and approve sufficient funding to cover City's monetary obligations under this Agreement, then this Agreement shall terminate automatically on the last day of the fiscal year for which sufficient funds were budgeted. City shall provide notice of the failure of City to make an adequate appropriation for any fiscal year to pay the amounts due under this Agreement or the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under this Agreement. In the event that this Agreement terminates pursuant to this Section, then all obligations of the parties shall immediately cease and terminate in the same manner as upon expiration of the Term; provided, however, that City shall remain liable hereunder for all obligations and liabilities which accrue prior to such exercise.
32. **CURRENT FUNDS.** Any obligations of the Parties or payment of funds pursuant to this Agreement are subject to appropriation by the governing body or bodies of the Party, and any such obligations or payments may be demanded only from current appropriated revenues available to the paying Party.

Signature Page Follows

SIGNATURE PAGE

**AN AGREEMENT BETWEEN THE CITY OF AUSTIN AND
THE AUSTIN INDEPENDENT SCHOOL DISTRICT REGARDING
DEVELOPMENT AND SHARED USE OF JOINTLY OWNED FACILITIES,
GROUND IMPROVEMENTS AND OPEN SPACES**

This Agreement is executed on the ____ day of _____ 2022

City of Austin

By: _____

Name: _____

Its: _____

Date: _____

Austin Independent School District

By: 

Name: Geronimo M. Rodriguez, Jr.

Its: President, AISD Board of Trustees

Date: 11/17/2022

DS
MR

11/15/2022

PLANNING ADDENDUM

Austin Independent School District (“AISD”) and the City, through its Parks and Recreation Department (“PARD”) will each involve the other entity in their long-range acquisition, development, and site plan review processes to encourage joint planning and to prevent duplication of jointly-used facilities, ground improvements, open areas and services. The two entities will coordinate planning efforts and directives that are mutually beneficial to both entities and the community. Efforts and directives include concept planning, including the creation of park and school concept plans, acquisition strategies, expansion of joint-use opportunities, capital expenditures, and community-led improvements, when such planning would affect both entities. Coordination is consistent with Section 2 of the Agreement and planning related to modification of, or disposition of any existing Joint Use Facilities or redevelopment of a larger parcel on which Joint Use Facilities are located by either entity would trigger the required notices set forth in the Planning Addendum.

IMPROVEMENTS ON EXISTING JOINT-USE SITES

City may only expend funding on recreational facilities where it has real estate interest. As such, in the event there is an opportunity for additional investment in adding recreational facilities or improvements at a jointly owned site outside of the School Park area, City may petition for expanded real estate interest in the site.

1. An opportunity for expanded park use shall be considered reasonable if:
 - a. The property could accommodate the Green School Park Program or open space without decreasing or impacting the function of the property as a school;
 - b. There is an expressed community interest in additional facilities (through requests, Community Activated Park Project applications, AISD Long-Range Plan, PARD Long Range Plan, etc.);
 - c. Additional areas of park improvements are needed to adequately serve the community, as determined by the Director of the Parks and Recreation Department. Reasons include an increase in density in the surrounding neighborhood, a need for diversified programming, such as work out equipment for the elderly, and improved connectivity.
2. PARD shall notify AISD with a Letter of Intent describing the amount and general location of the expanded real estate interest needed for investment.

3. AISD shall acknowledge PARD's Letter of Intent no more than sixty (60) days after it is received, and provide a final confirmation as to whether the intended area may be transferred to PARD, including an estimated timeline of conveyance and estimated compensation owed to AISD.
4. Land may be conveyed by:
 - a. Easement
 - b. Deed (undivided quarter-interest or otherwise)
 - c. Other legally binding instruments of conveyance acceptable to both Parties.

Prior to the installation of any fencing at any jointly-owned site, the type and placement of the fencing shall be agreed upon by the Parties.

SITE DISPOSITION & PARK INTEREST CONDEMNATION

The Parties shall notify each other as early as possible of any potential future disposition of real property that might allow a reasonable opportunity for land transfer.

1. In the event AISD determines that a Joint Use Facility is no longer needed such that AISD shall no longer have a use for such Joint Use Facility and intends to relinquish its Undivided Interest in such Joint Use Facility, City shall have first right of refusal to AISD's remaining interest in the property. Should City decline the remaining interest, AISD will need to condemn City's interest in the joint use site prior to disposing of the property. AISD shall notify City in advance of the intent to condemn the City's interest in a jointly-owned property.
2. In the event AISD requires exclusive use of City's interest in a Joint Use Facility such that City shall no longer have the use of such Joint Use , City and AISD staff shall meet to determine if City staff will request that City Council place a measure on the ballot for voter approval of the conveyance of the City's interest to AISD in accordance with the City's Charter or if AISD will need to condemn City's interest in the joint use site.

FINANCE ADDENDUM

Project Budget

The Parties agree to adopt an official Project Budget for each Joint Use Facility project ("Project"). The Project Budget shall be inclusive of all services, materials, fees and expenses to be incurred in connection with the design, development and construction of the Project. Costs or expenses incident to the Project and not included in the Project Budget shall be borne by the Party incurring the cost or expense, and shall not be chargeable to the Project Budget, unless such expense is necessary to remedy a dangerous or emergent condition, in which case the incurring Party shall be entitled to reimbursement by the other Party based on its Pro Rata Share, or unless such cost and expense is necessitated by the gross negligence or willful misconduct of one Party, in which case, such Party shall be responsible for 100% of the costs, regardless of which Party performs the repair. This provision is only necessary when the provisions of Section 13 in the Agreement to which this Addendum is attached do not apply, as mutually agreed upon by the Parties.

Construction

In connection with the contemplated construction of the project site features, the Parties agree that the School District Land Development Standards Agreement between the City and AISD entered into on December 5, 1996 and subsequent Amendments, covering construction of AISD facilities within the City, shall control such construction.

The Parties agree to adopt a construction budget and schedule. All parties shall use reasonable efforts to diligently prosecute completion of the Project and shall endeavor to complete the Project within the fixed construction budget and schedule.

Notwithstanding anything contained herein to the contrary, prior to commencement of construction of any Project including or consisting of a Joint Use Facility, the Parties shall meet and enter into an agreement that details the following at a minimum (which agreement shall govern the initial construction or alterations other than repairs in the ordinary course due to the passage of time or use of Joint Use Facilities):

- (1) Party responsible for contracting and constructing.
- (2) Timing of construction and completion.
- (3) Name(s) of project managers.

Operations

The Party defined responsible in the Design and Maintenance Addendum shall provide any necessary ongoing repair and maintenance and shall be responsible for any and all associated costs.

DESIGN AND MAINTENANCE ADDENDUM

Please note:

- Maintenance responsibilities refers to all aspects of maintenance including parts, cost, labor, and soft costs such as permitting and design fees, etc.
- The AISD Educational Specifications and Project Development Manual and the City of Austin Parks and Recreation Department Nature Play Guide may have more updated specifications. Please check and defer to these as these will supersede the design standards outlined in this agreement.
- For each site feature, Parties shall submit both an [AISD Schoolyard Improvement Form](#) and the [PARD Community Activated Park Project \(CAPP\)](#) form and must have joint approval before installation.
- Types and locations of new features installed at each school shall be reviewed by AISD and the City on an annual basis to ensure maps and records are up-to-date.
- If a feature is to be dissolved due to inactivity, unless otherwise stated, the agency that installed it is responsible for deconstructing it and related components within ninety (90) calendar days after notification to the school principal.
- Unless otherwise stated or agreed upon, features maintained by AISD are the responsibility of the school and/or community partners (not District nor City staff). Schools can check with the AISD Director of Maintenance and Operations or by submitting a question through [Let's Talk](#).
- Maintenance Requests for existing site features: If deemed AISD responsibility per this agreement, a work order shall be submitted and assigned to the appropriate AISD department. If deemed City responsibility per this agreement, the work order shall be called into City of Austin 311.
- Vandalism: Excessive maintenance due to vandalism or abuse should be the responsibility of the entity responsible for maintenance at the time of the abuse.
- As a general note, joint use facilities will be restricted to use by AISD on weekdays when school is in session from 7 am to 4 pm and will be otherwise open to the public.

Cisterns (Rainwater Harvesting System)

Definition: Rainwater harvesting systems are designed to capture the runoff from rooftops before it is discharged to the ground contributing to polluted runoff from paved surfaces and landscaped areas (City of Austin ECM 1.6.7.D, 2018). The rainwater is typically filtered before draining into a cistern (rain tank) where it can be put to a variety of beneficial uses such as but not limited to irrigation, specific indoor uses, groundwater recharge, and habitat enhancements. If designed and managed properly the water volume captured in cisterns may be used towards water quality credits as prescribed in the Environmental Criteria Manual of the City of Austin.

Design Standards: When designing any system with water it is always important to make sure that it meets local code and does not jeopardize the integrity of the site's potable water system. The basic system consists of a gutter, pre-storage filter, first flush (optional based on pre-storage filter efficiency), storage tank (cistern), floating suction filter, storage overflow, and a distribution system. Cisterns shall be designed to prevent overflow water from backing into the gutter and onto the roof and to prevent the cistern overflow from causing erosion. A properly designed rainwater harvesting system will increase the possible uses of the water and reduce the necessary maintenance to keep the system functioning. The City of Austin Watershed Protection Department is a resource for design and maintenance guidance.

Maintenance Responsibilities

- a. If installed by AISD (not the school nor community partners) then AISD is responsible for the maintenance. This includes cisterns installed through major construction and bond programs, etc.
- b. For systems installed by the City of Austin Watershed Protection Department, City shall be responsible for the first year's maintenance and replacement components or improvements to the system. AISD assumes regular maintenance of systems after one (1) year warranty period.
- c. If installed by the school and/or community partners, the school and community partners are responsible for the maintenance and upkeep of the cistern.

Maintenance Requirements: The exact maintenance tasks and frequencies will vary per system based on the amount of particles (branches, leaves, dust, pollen, etc.) that fall on the roof, types of filtration systems, layout of the entire system, and use of captured rainwater.

- a. Maintenance Tasks:
 - i. clear branches from rooftop (as needed)
 - ii. clean gutters of leaves and debris (semi-annually)
 - iii. clear pre and post storage filters (semi-annually)

- iv. first flush cleanout and operation (semi-annually)
- v. wash out bottom of tank (1-5 years)
- vi. back flush irrigation system (semi-annually)
- vii. check to make sure cistern is completely sealed off from mosquitos (semi-annually)
- viii. check for leaks and broken connections (semi-annually)

School Produce Gardens

Definition: A school produce garden is an area with planting beds for learners of all ages to learn how to grow, harvest, and prepare food. Additionally, produce gardens can support lessons about the plant life cycle, biodiversity, environmental justice, health and food supply, etc.

Design Standards

Refer to the [AISD Garden to Cafe requirements for growing produce](#) intended for consumption.

Gardeners may use existing functional irrigation water taps and hose bibs at the site. In the event that a tap is not readily available, the school is responsible for ensuring the installation and associated cost of the water tap.

Maintenance Requirements

Maintenance of the school produce garden is the responsibility of the school and/or community partners. Please report all irrigation or water leaks promptly through the AISD work order system and/or AISD police (available 24/7) at 512-414-1703.

Maintenance Responsibilities

A school produce garden is created and managed by the school. If the garden becomes unused or falls into disrepair, AISD will first contact the principal to confirm if the school would like to keep it, and then may deconstruct the garden and related structures within ninety (90) calendar days if the school no longer wants responsibility for the garden.

City-Supported Community Produce Gardens

Definition: A **City-Supported Community Garden** is an approved site for growing organic produce for non-commercial use and follows parameters set forth in the [Austin Community Gardens Program](#). It is operated and maintained by committed volunteers and is divided into individual or shared plots and common areas. It is up to the community to create, cultivate and manage each garden. This definition comes from [City of Austin Ordinance No. 20110210-017](#). This type of garden follows all guidelines found at the [Austin Community Gardens Program](#).

Approvals:

- a. A community garden must receive AISD and PARD approval through the [PARD Garden Permission](#) cover sheet and [AISD Schoolyard Improvement Form](#).
- b. Community gardens are allowed to have chickens and bees with permission by AISD and City after at least one year of successful garden operation (no other domesticated animals permitted inside the community garden). All apiaries and coops must comply with City ordinances. If the produce is to be used in the school cafeteria, it must comply with the [Garden to Café requirements](#).

Soil Testing

- a. The community garden applicant is required to test for heavy metals before planting plants intended for human consumption. PARD Community Gardens Program will verify. Soil testing funding is available through the Austin Resource Recovery Office of Brownfield Revitalization. The City may provide free soil testing for school and community gardens through Austin Resource Recovery Brownfields Revitalization Office. The garden applicant shall coordinate testing with the City.
- b. Nutrient analysis is recommended but optional.

Plant Selection

- a. No illegal substances may be planted.
- b. Organic and sustainable gardening principles must be followed.

Water Use

- a. All water use for gardens must comply with [City of Austin water restrictions](#) and City of Austin Community Garden design guidelines in the information packet from the [community gardens program website](#).
- b. Gardeners may use existing functional irrigation water taps at the site. If a tap is not readily available, Austin Water Utility will waive water tap installation fees when permitted in accordance with City Code in conjunction with the community garden permit. This fee waiver does not waive the cost of engineering for the required water tap plan. PARD will help facilitate this process. AISD will be named

as utility account holder and will pay for water use to the garden. Leaks must be reported to AISD immediately for repair.

Compost

Gardeners must create a compost bin for garden clippings that comply with City guidelines for backyard composting (not curbside composting). Compost areas shall be located a minimum of 25 feet from any building or structure.

Garden Access

During normal school hours, Community Gardeners will be required to check in with the school office. When school is not in session, PARD park hours apply.

Maintenance Responsibilities

- a. The garden shall be maintained according to the [Austin Community Gardens Program](#).
- b. Fenceline weeding is the responsibility of the gardeners.
- c. Only fruit trees planted by community gardeners shall be pruned by community garden members; native shade trees are maintained by City.
- d. If the garden is to be dissolved due to inactivity, the City of Austin Sustainable Urban Agriculture Community Garden Coordinator shall be contacted. If there is no substantive response within thirty (30) days following the city process for notification to the gardeners, then the City shall offer to hand over full responsibility for the garden to the school. If the school does not choose to assume responsibility for the garden, City is responsible for deconstructing the garden and related structures within ninety (90) calendar days.
- e. Members from both community garden and the school leadership shall meet annually to review maintenance.

Grow Zones

Definition: Grow Zones are forested corridors along creeks where mowing used to occur regularly and vegetation is now allowed to establish naturally and with minimal active maintenance. This can help improve water quality, reduce erosion risks and increase wildlife habitat.

Design Standards

The width of the Grow Zone should be aligned with the [Critical Water Quality Zones](#) (creek buffers) established by the [Watershed Protection Ordinance](#). Trails (preferably not a concrete trail in the critical water zone) can be established within the Grow Zone to incentivize exploration and contact with the creek. See “Nature Trails” section of this document.

Maintenance Responsibilities

- a. City may provide interpretive signs in strategic locations to educate both the public and students about Grow Zones and their importance. AISD Grounds Department shall install the signs. City of Austin Watershed Protection Department shall provide replacement signs for any that become damaged, faded, or vandalized
- b. City may provide resources including seeds/seedlings, consultation, technical support, and mapping. Schools are also eligible to participate in the Adopt-a-Creek program for help with Grow Zone maintenance and environmental stewardship education.

Lawns

Definition: Surface layer of vegetation that is either grass or ground cover, excluding meadows, grasslands, rain gardens, and other elements described in this agreement. This does not include athletic fields.

Design Standards

- a. Encourage naturalized areas and groundcover (not turf grass) to reduce the need for irrigation and mowing. Refer to the AISD Project Development Manual for a list of acceptable ground cover plants.
- b. If installing irrigation, consider including an irrigation submeter to avoid wastewater fees. Only use irrigation for the maximum 90-day establishment period. If irrigation is required, consider the use of City municipal reclaimed water for irrigation.

Maintenance Responsibilities

- a. AISD shall maintain all lawns on all undivided interest properties with the exception of Kealing. Lawns shall be maintained on a level 3 to 4 (blow/clear clippings, edging/line trimming, mow). Property fronts are edged at 90 degrees, backs are edged at 45 degrees. Clippings shall be mulched and left on-site.
- b. AISD custodians shall be notified in advance of mowing to pick up trash.
- c. If irrigation is installed, AISD will cover the cost of water. School personnel shall perform daily visual inspection of the irrigation system during the maximum 90 day establishment period, and report any leaks via work order. AISD will arrange for and cover the cost of repair.

Meadows/Native Grasslands

Definition: Any area dedicated to native grasses and wildflowers. Prairie communities with a significant wildflower component can be aesthetically pleasing and provide habitat for other pollinators including monarch butterflies.

Design Standards

- a. Area perimeter shall be clearly defined by a physical edge (rope, timbers, natural features, decomposed granite, paver stones, split rail fence, etc.) and/or 5 feet mowed buffer. No metal edging shall be used.
- b. Meadows and native grasslands shall be sited at a distance greater than 25 feet from any building or outbuilding.
- c. Water and irrigation shall not be installed.

Maintenance Responsibilities

- a. City may provide interpretive signs in strategic locations to educate both the public and students about wildflower meadows and their importance. AISD Grounds Department shall install the signs. City may provide replacement signs in the event that they become damaged, faded or vandalized.
- b. Mowing shall be performed by AISD on all undivided interest properties with the exception of Kealing in accordance to the Lady Bird Johnson Wildflower Center recommendation for mow periods after spring flowers have set seeds (mower deck set to 6-8 inches). An additional optional winter mowing can be performed AFTER fall flowers have set seed. Mowing height should not be shorter than 18" to prevent damaging tall grasses.
- c. The City may provide seed for initial establishment.
- d. If reseeding is needed, wildflowers shall be seeded in early fall by the school and/or community partners, not by the District.
- e. Managing or removing volunteer tree seedlings on an ongoing basis by the school.

Nature Play Spaces

Definition: A nature play space is a defined area for all ages and abilities, which encourages creative and unstructured play while exploring natural materials.

Description: Nature play spaces can be incorporated into areas such as parks, childcare centers, schools, libraries, and backyards, and can be created both indoors and outdoors. They are designed by considering the type of play, age of intended user, type of audience, amount of use, weather, and other related factors. A nature play space includes elements such as boulders, logs, gardens, nature trails, vegetation, acorns, pinecones, sticks, etc.

Examples: Where a nature play space is added will greatly determine how a nature play space is designed. Inside a classroom, it can be as simple as adding live plants and animals for children to care for or installing natural materials for loose part play (often seen being used for sorting, stacking, designing, etc.). In a schoolyard, it may include a mud kitchen or an herb, vegetable, or habitat garden. Additionally, it could include large tree pieces for climbing, a sand digging space, dry creek bed, or large loose parts for a natural building station.

Design Standards

- a. Nature play spaces shall be designed according to the City of Austin's Nature Play Guidelines.
- b. Nature Play elements shall be designed for:
 - i. **Safety:** Some of the guidelines from existing resources for play structures can be applied to natural play spaces to provide consistency and set some minimum standards that are measurable. While nature play spaces do not have regulations in the same way that traditional playscapes do, best practices are to follow those guidelines as it relates to safety, keeping in mind the intent of the feature. A checklist shall be created and used regularly for each nature play feature installed for maintenance or replacement purposes. Refer to the City of Austin Nature Play Guidelines for further detail.
 - ii. **Inclusivity:** Nature play feature selection and location, ramps into play spaces, and the type of surfacing in the play space shall be considered when designing a nature play space. It should also be noted that physical challenges make up only a small proportion of children with disabilities. Care should be taken to design spaces that meet the needs of all children, including those with sensory, cognitive, social/emotional, and communication challenges.

Maintenance Responsibilities

- a. Any nature play areas installed shall be inspected and maintained by the agency that installed it, including regular inspections of vegetation or fill surfacing, as described in the City of Austin Nature Play Guidelines.
- b. The school shall submit an AISD work order if they require maintenance of their nature play area. If the nature play area was installed by the City, AISD will contact the appropriate City staff and/or dial 311.

Rain Gardens

Definition: Rain gardens are vegetated depressions in the soil designed to capture stormwater runoff and infiltrate it into the ground. Their intent is to reduce stormwater runoff to the streams and treat pollution on site via plants and natural soil microorganisms.

Design Standards

Rain gardens shall be designed according to the latest guidelines from the [City of Austin Watershed Protection Department Grow Green Guidelines for Rain Gardens](#) and in agreement with [Environmental Criteria Manual 1.6.7.H](#). It is important to make inlets and outlets that do not erode or clog and are easy to keep cleared.

Maintenance Responsibilities

Unless installed through an AISD district construction project, the school (not district nor City staff) is responsible for the regular maintenance of the rain garden. This includes inlet and outlet cleaning, watering plants until they are established, removing and replacing dead plants (semi-annually), removing litter, etc.

Learning Ponds

Definition: Pre-existing natural free standing ponds on the property or ponds that are installed for educational and habitat value.

Design Standards

- a. Ponds that are fenced in by a 6 foot fence on the property can be full depth to the bottom of the pond. Ponds that are not fenced must have a water depth maximum of 6 inches.
- b. Appropriate pond materials include but are not limited to: livestock tanks, in ground lined ponds, solid plastic in ground liners.
- c. Plants must be native plants with native fish such as gambusia.
- d. There must be a large rock or egress out of the pond should wildlife fall in so that there is a safe exit strategy.

Maintenance Responsibilities

The school is responsible for all maintenance including maintaining the pond for appropriate water depth (see above design standards), dechlorination, plant and fish health, and healthy bacteria levels.

Manufactured Playground

Definition: Playground equipment refers to equipment for use by children ages 6 months through 12 years in the playground areas of parks, such as city, state, and community maintained parks and schools as described in [CPSC Pub. 325](#).

Design Standards

- a. [ASTM F1487](#) and [CPSC Pub. 325](#) minimum requirements. ASTM is required by State legislation (State of Texas Health and Safety Code) and supersedes CPSC if there is a discrepancy.
- b. All components of the playground must be IPEMA certified.
- c. Must meet or exceed [Playworld best practices Inclusive Play Design](#) or equivalent.

Maintenance Responsibilities

- a. Any playgrounds or playscapes installed shall be regularly inspected and maintained by the agency that installed it, and meet the standards described in [CPSC Pub. 325](#).
- b. Regular inspections to be performed include:
 - i. high: 1x/week - routine inspection for broken equipment and safety hazards as suggested in [CPSC Pub. 325 Table 3](#). Personnel does not require playground safety certification.
 - ii. low: 1x/month- detailed preventative maintenance inspection, recommended to be performed by certified personnel, as suggested in [CPSC Pub. 325 Appendix A](#).
 - iii. audits: assess to ASTM & CPSC standards; must be done by certified personnel in a frequency recommended by the manufacturer.
- c. Maintaining surfacing per manufacturer specs (regarding schedule, requirements); prefer engineered wood fiber.

Button Parks

Definition: Button Parks are a strategy to achieve [City of Austin Council Resolution](#) regarding park access. A button park is a small park located on school grounds that allows for use by the general public during normal park hours and also during school hours. Amenities may include playground elements, game tables, seating, and nature-based play elements. The primary target audience is preschool aged children and their guardians, but the button park could also serve older generations. The button park will be fenced with self-closing gates.

Design Standards

Consult the latest design standards with the City of Austin Parks and Recreation Department.

Maintenance Responsibilities

The City of Austin is responsible for design, construction, and maintenance of button parks.

Nature Trails

Definition: A nature trail is a secondary or tertiary path that branches from primary track, trail or pathway and may include looping to provide access to natural features on site ie: forests, gardens, tree clusters, etc.

Design Standards

- a. The nature trail or pathway may include a variety of materials including, decomposed granite, compacted dirt, stepping-stones, etc. No sand or pea gravel shall be used. Materials shall be selected and placed in a manner that does not pose a risk for washing into drains and stormwater channels.
- b. Metal edging shall not be used.
- c. Must comply with the PARD Standard Park Amenities Manual.

Maintenance Responsibilities

Unless otherwise agreed upon, the school (not district nor City staff) is responsible for the regular maintenance of the nature trail or pathway and natural features that the trail “visits”. This includes removing litter, replacing substrate, weeding, mulching, planting, etc.

Exercise Trails

Definition

Exercise trails are typically 8-foot minimum in width and made of either concrete or asphalt. Acceptable alternates may include compacted crushed stone, decomposed granite, or porous pavement. All materials shall meet ADA accessible guidelines. The trail is typically in a loop layout.

Design Standard

Designs for exercise trails and tracks shall comply with both the most recent version of the [Austin ISD Project Development Manual](#) and PARD Standard Park Amenities Manual.

Maintenance Responsibilities

Any exercise trails installed shall be inspected and maintained by the agency that installed it, including removing litter, replacing substrate, weeding, etc.

Trees

Definition: Trees, which includes small stature trees, are long-lived woody perennials. Trees provide many varied benefits including campus beautification, habitat for wildlife, erosion control, stormwater management, and shade for learning and play.

Design Standards: Planting & Species Selection Standards

- a. **Species Selection:** Partner organizations, community groups, landscape architects/designers are encouraged to rely only on plants identified by Texas Parks and Wildlife Department's Wildscape Program EcoRegion 4 (Blackland Prairies) or EcoRegion 7 (Edwards Plateau) appropriate to the campus within that region, identified as appropriate for Austin by the Lady Bird Johnson Wildflower Center [plants recommended for Central Texas](#), or plants found in the [City of Austin Grow Green Database](#) for trees. Exotic invasives in [Appendix F of the Environmental Criteria Manual](#) shall be avoided.
- b. **Planting Stock:** All planting stock shall be inspected before purchase/acceptance by a qualified project arborist. Nursery stock must conform to the most current edition of ANSI Z60.1 American Standard for Nursery Stock, and shall be free of pests, diseases, or structural defects.
- c. **Planting Standards:** Plantings should be designed with the mature height and spread of each tree taken into consideration and spaced accordingly. Appropriate tree placement and spacing in relation to trails, pathways, walkways, tracks, or buildings shall be determined by the project arborist.
- d. **Notification:** The agency, group, or organization implementing a planting project shall submit the project through appropriate review channels for both PARD and AISD (AISD Schoolyard Improvement Committee, PARD Community Activated

Park Projects). Planting plans shall be shared between PARD and AISD so that tree inventories may be updated.

Maintenance

- a. Watering: The agency, group, or organization implementing a planting project is responsible for proposals that include a three-year watering plan subject to approval by the Parks and Recreation Urban Forestry Department and AISD.
 - i. If the agency, group, or organization planting the trees decides to fund and install a temporary irrigation system through an approved vendor rather than transport their own water, it is preferred that the system be tied into an irrigation meter if one is available. Irrigation may be tied to AISD water sources. The agency, group, or organization is also responsible for monitoring and repairing leaks through the irrigation vendor's service contract.
- b. Pruning
 - i. Tree Pruning needed to correct structural or other defects during the three-year establishment period for newly planted trees shall be the responsibility of the agency, group, or organization that implemented the planting.
 - ii. For all trees outside a three-year establishment period, pruning and long-term care on properties of undivided interest shall be conducted through a cost-share agreement between AISD and PARD subject to the following terms:
 - 1. Coordination, implementation, and tracking of tree care is the responsibility of AISD, and must comply with appropriate arboricultural and agency standards as determined by AISD and PARD.
 - 2. All tree care activities must be performed under the supervision of a qualified arborist.
 - 3. AISD may contract with a tree care vendor to perform tree care activities.
 - 4. Tree pruning related to hazard mitigation and routine maintenance within the bounds of necessary activities to maintain safe public spaces shall not require prior approval from PARD.
 - 5. Tree care activities in addition to those required for hazard mitigation or routine maintenance, such as soil care, shall require prior approval from PARD.
 - 6. AISD will retroactively notify PARD of tree removals within areas of undivided interest for the purposes of keeping tree inventories current.

Landscape Vegetation

Definition: Plants and ground cover that serve fundamental purposes of providing visual enhancement; learning, play, and recreation opportunities; and a calming and welcoming environment. For trees, see the “Trees” section of this document.

Design Standards

Landscape plants shall be in agreement with the most recent version of the [AISD Project Development Manual](#). Emphasis should be placed on native vegetation as it is adapted to the local conditions in Austin and can reduce maintenance requirements of mowing and irrigation. Landscape plants should be integrated with rainwater harvesting and rain garden systems to reduce irrigation needs.

Maintenance Responsibilities

Unless installed through an AISD district construction project, the school and community partners, not the District, are responsible for maintaining any plants installed unless otherwise specified in this document.

Shade Structures

Definition: Commercial-grade exterior manufactured structure intended to provide shade including but not limited to shade sails, shade structure, and shade canopies.

Design Standards

Any shade structure must adhere to design standards in the most recent version of the [AISD Project Development Manual](#) and PARD Standard Park Amenities Manual.

Maintenance Responsibilities

Any shade structures installed shall be regularly inspected and maintained by the agency that installed it, according to the manufacturer’s specifications.

Outdoor Amenities

Definition: Including but not limited to bike racks, picnic tables, benches, educational kiosk, waste receptacles, water fountain, pavilion, grill, bleachers, etc. as specified in the PARD Standard Park Amenities Manual.

Design Standards

If the amenity is to be maintained by the City, it must be selected from the PARD Standard Park Amenities Manual.

Maintenance Responsibilities

- a. PARD installs and maintains any item from the PARD Standard Park Amenities Manual installed by PARD or by the community with PARD approval.
- b. The school (not District) maintains any amenity installed by the school.
- c. Waste Receptacles installed by the school or District shall be emptied by the school custodian during the school's operational hours. All other waste receptacles shall be emptied and maintained by PARD. If a community or private event takes place, it is the host's responsibility to remove and dispose of waste. Waste from these events shall not be placed in AISD dumpsters.

Sport Courts

Definition:

Sport courts can include a tennis, pickleball, basketball, or multi-purpose court.

Design Standards

Any sport court must adhere to design standards in the most recent version of the [AISD Project Development Manual](#) and PARD Standard Park Amenities Manual.

Maintenance Responsibilities

Any sport court installed shall be regularly inspected and maintained by the agency that installed it, according to the manufacturer's specifications.

Outdoor Studios/Classrooms

Definition: Outdoor studios provide a location for learners to have active learning spaces outside of the building.

Design Standards

Any outdoor studio/classroom must adhere to design standards in the most recent version of the [AISD Project Development Manual](#) and PARD Standard Park Amenities Manual.

Maintenance Responsibilities

Any outdoor studio/classroom shall be regularly inspected and maintained by the agency that installed it unless otherwise specified and agreed upon (school, district, community partners, PARD, etc.).

EXHIBIT A
LIST OF SITES

SITE NAME, ADDRESS
Andrews, 6801 Northeast Drive, Austin, TX 78723
Barrington, 400 Cooper Drive, Austin, TX 78752
Barton Hills, 2108 Barton Hills Drive, Austin, TX 78704
Cook, 1511 Cripple Creek Drive, Austin, TX 78758
Cunningham, 2200 Berkeley Avenue, Austin, TX 78745
Doss, 7005 Northledge Drive, Austin, TX 78731
Gullett, 6310 Treadwell Boulevard, Austin, TX 78757
Hill, 8601 Tallwood Drive, Austin, TX 78759
Houston, 5409 Ponciana Drive, Austin, TX 78744
Kealing, 1607 Pennsylvania Avenue, Austin, TX 78702
Norman-Sims, 4001 Tannehill Lane, Austin, TX 78721
Oak Springs, 3601 Webberville Road, Austin, TX 78702
Odom, 1010 Turtle Creek Boulevard, Austin, TX 78745
Ortega, 1135 Garland Avenue, Austin, TX 78721
Pecan Springs, 3100 Rogge Lane, Austin, TX 78723
Pillow, 3025 Crosscreek Drive, Austin, TX 78757
Reilly, 405 Denson Drive, Austin, TX 78752
Sanchez, 73 San Marcos Street, Austin, TX 78702
St. Elmo, 600 W. St. Elmo Road, Austin, TX 78745
Williams, 500 Mairo Street, Austin, TX 78748
Wooldridge, 1412 Norseman Terrace, Austin, TX 78758

EXHIBIT C

Inventory of Existing Amenities Maintained by PARD

An inventory of existing amenities are maintained by PARD and accessed via the PARD Interactive Map: <https://austin-parks-and-recreation-austin.hub.arcgis.com/>