This Interlocal Agreement (“Agreement”) is agreed and entered into by and between the Austin Public Health department of the City of Austin (“City”) and the Austin Independent School District (“District”), and collectively referred to as the “Parties” or individually referred to as “Party”, and is effective the date of final signature (“Effective Date”).

WHEREAS, on September 28, 2017, Council approved Resolution No. 20170928-057 (“Resolution”) which directed the compilation of information related to community data, equity gaps, and potential policies and resources that could provide opportunities to expand existing affordable high-quality child care services and access to Pre-Kindergarten (Pre-K);

WHEREAS, one of the twelve deliverables in the Resolution was to consider the availability of Pre-K programs and provide funding options for the start-up costs to expand Pre-K programs for 3-year old children (“Pre-K3”) in the District and surrounding school districts that enroll Austin children.

WHEREAS, Investing in Pre-K3 is aligned with the 2015-2018 School Readiness Action Plan for Austin/Travis County, which includes strategies to (1) increase the number of eligible three-year-old children enrolled in Public Pre-K in Travis County school districts and other high-quality early education settings, and (2) increase the percentage of eligible four-year-old children enrolled in full-day Public Pre-K in Travis County school districts;

NOW THEREFORE, City and District agree as follows:

1. Purpose: The purpose of this Agreement is to establish the terms and conditions under which the City and District will collaborate for the provision of startup costs for up to five new Pre-Kindergarten classrooms to expand affordable childcare options for Austin residents.

2. Term of Agreement: This agreement shall commence on April 1st, 2019 and end on September 30, 2019.

3. Amendment: Unless specifically provided otherwise in this Agreement, any
change to the terms of this Agreement shall be in writing and signed by the Parties.

4. District Responsibilities: Purchase all furniture, curriculum, equipment and supplies, including but not limited to shelving, easels, blocks, manipulatives, puzzles, rugs, and play kitchen furniture, and invoice City for reimbursement, no later than September 30, 2019.

5. City Responsibilities: Provide funding not to exceed the amount of $80,000 as reimbursement for the purchase of furniture, curriculum, equipment and supplies to establish up to five new Pre-K3 classrooms, only upon approval of the invoice submitted by District.

6. Entire Agreement: All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement have been reduced to writing and are contained in this Agreement.

7. Termination: This agreement may be terminated by either Party by giving ten (10) days written notice of such termination and the effective date of the termination, addressed to the following:

If to District: Dr. Paul Cruz  
Superintendent of Schools.  
Austin Independent School District  
512.414.2412, 512.414.1486  
1111 West 6th Street  
Austin, Texas 78703

If to City: Stephanie Hayden  
Director, Austin Public Health  
512.972.5010  
7201 Levander Loop, Bldg E  
Austin, Texas 78702

8. Compliance with Laws: City agrees to abide by all district policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §1630.1, et seq., Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; the Family Educational Rights and Privacy Act, 20 USC §1232g, et. seq., 34 CFR §99.1, et seq.; and Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq.

9. Indemnification: The District and City agree to be solely responsible for their
own acts and/or omissions for any claim, cost, liability, loss, damage or expense of any kind, including the legal defense thereof (collectively, the “Damages”) that either party may incur arising out of or related to this Agreement, including, but not limited to, the acts and/or omissions of their respective officers, employees, contractors or agents in the performance of their duties and obligations hereunder. Nothing contained herein shall be construed to require either party to indemnify or otherwise assume liability for any Damages or the acts and/or omissions of the other party, its affiliated entities, shareholders, officers, employees, contractors or agents.

10. **Non-Appropriation:** The execution or continuation of this Agreement is dependent upon the availability of funding. The payment obligation of either party is payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The parties will each provide the other party written notice of their failure to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit a party to pay its obligations under the Agreement. In the event of non-appropriation or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the party unable to meet its payment obligation.

SIGNED this ___ day of ____, 2019.  

SIGNED this __ day of ___, 2019.

AUSTIN INDEPENDENT SCHOOL DISTRICT  
AUSTIN PUBLIC HEALTH DEPT:  
CITY OF AUSTIN

______________________________  
______________________________
Geronimo M. Rodriguez, Jr.  
President of the Board  
Stephanie Hayden  
Director