



| <u>Program</u>            | <u>No. of Schools Involved</u> |
|---------------------------|--------------------------------|
| City Elections            | 55 - 60 Schools                |
| PARD Programs             |                                |
| Summer Gym Program        | 9 High Schools                 |
| Summer Playground Program | 17 Elementary Schools          |
| Martin Recreation Center  | Used year round                |
| After School Programs     | 6 - 10 Elementary Schools      |
| Tennis Courts             | 4 - 8 High Schools             |
| Basketball                |                                |
| Adult League              | 5 Jr. Highs, 1 Elementary      |
| CCYBA                     | 8 Jr. Highs, 5 Elementary      |

The current agreement proves for:

"An Implementation Committee composed of the Associate Superintendent of Schools, the Director of Parks and Recreation Department, and one additional staff member from each entity to meet quarterly to insure compliance with the procedures and to resolve any disagreements."

Also included in the agreement is:

"A Policy Review Committee composed of the Mayor, President of the Board of Trustees, the Superintendent of Schools, and the City Manager to meet annually or as needed to insure compliance with the policy, to resolve any disagreement, and to review and to recommend to each governing body any changes."

Each January, both of the implementation groups should schedule their meetings as provided for in the agreement. A specific time for scheduling of these meetings is not defined in the agreement and therefore has been overlooked in some cases.

A copy of the Joint Use Agreement is attached as Exhibit A.

AGREEMENT

TO GUIDE THE AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND THE  
CITY OF AUSTIN IN THE JOINT USE AND DEVELOPMENT  
OF  
SCHOOL AND RECREATION FACILITIES

The need for recreation as a contributing factor to the full life of the individual is recognized, particularly as the process of living becomes more intense and complicated. Through recreation activities, energies and emotions are released; man's creative and social nature are expressed; and man's desire for adventure and competitive spirit find outlets.

To provide these opportunities for recreation and to offer the taxpayers the greatest possible benefit from their investments in public expenditures it is necessary to establish a strong formal system of communications between the Austin Independent School District and the City of Austin to provide for joint development of both programs and facilities and to prevent duplication of services. To accomplish the desired results, a mutually accepted policy is desirable to assure continuity and permanency of the program.

POLICY STATEMENT

The Austin Independent School District and the City of Austin Parks and Recreation Department agree to join together in the planning acquisition, development and use of any facilities and special equipment to cooperate in the delivery of community services where mutually beneficial to each entity and where there is an improved delivery of service or extension of services to the citizens through a more efficient use of the tax dollar.

PROCEDURES

The following procedures, including procedural addenda approved by the Implementation Committee, shall be followed in the implementation of the above stated policy.

Long Range Planning:

The School District and the Parks and Recreation Department through the City Planning Department shall 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 shall recognize and utilize the efforts of the appointed representatives of the other entity in their long range planning process. (See Planning Addendum)

Site Selection:

The Parks and Recreation Department shall be represented in the site selection process for school facilities proposed to be jointly used by both entities, in accordance with the above policy. (See Planning Addendum)

Site Acquisition:

It is anticipated that the acquisition of new school facility sites will usually be accomplished before the neighborhood can justify recreational development. The school authority shall purchase sufficient land to accommodate the mutually agreed upon facilities and activities of both entities with financial re-imbusement as appropriate. (See Planning Addendum)

Design:

It is recognized that the school authority has the responsibility for designing and providing facilities for educational purposes and the Parks and Recreation Department shares similar responsibilities for recreational purposes. This joint use policy states the need for joint planning and design of facilities to more effectively use the tax dollar through joint utilization. Toward this effort each entity shall be represented in the planning and design process for facilities proposed for joint use. Either entity may request that features be included in the facility plan, at their expense, which may be of benefit for their programming but are not normally provided by the other entity. The Parks and Recreation Department may also provide, at its own expense, facilities to meet the recreation needs of the community. Example: Play Apparatus Area, Tennis Courts, Athletic Fields, etc. (See Planning Addendum)

Program:

When the use of a given facility is permitted one entity, the other entity shall not permit an interference with the program, unless such interference is that for which the facility was primarily designed and constructed. Example: If the Parks and Recreation Department grants permission to the School District the use of Murchison Swimming Pool for Murchison Junior High swimming classes, then priority in the scheduling of Murchison Swimming Pool shall be given to Murchison Junior High School during regular school hours.

The School District will not grant the use of school facilities to any individual or group when such use would conflict with Parks and Recreation Department organized or sponsored activities, except for regularly constituted school groups, for practices or scheduled games or activities.

Consideration should be given to the provision of service by one entity to the other to prevent duplication of services where one entity possesses the expertise, staff, equipment and facility to better provide the service. . (See Program Addendum)

Maintenance:

The maintenance of grounds, equipment and facilities utilized for joint programming shall be performed as agreed by both entities in such a manner as to realize the greatest savings to the taxpayer. (See Maintenance Addendum)

Finances:

The initial site acquisition and site development costs of locations to be jointly developed shall be incurred by the primary using entity and each entity will pay its proportional share of the cost of the land, financial cost from date of original purchase, and the basic development costs at the time joint development begins. The respective shares shall be mutually agreed upon, based upon proportionate benefit to each agency.

Where one entity requests that features be added to facilities not normally provided for the other entity's program, the requesting entity will reimburse the other entity for actual costs incurred at the time of construction.

The two entities enjoy the privilege of the joint use of the facilities that belong to one another, when it does not interfere with the purposes for which the facility was designed. Each entity agrees to reimburse the other for direct costs incurred in providing facilities and services for the other entity. Such reimbursement may be based on actual direct expense or a pre-established fee structure. (See Finance Addendum)

IMPLEMENTATION AND REVIEW PROCEDURE

An Implementation Committee composed of the Associate Superintendent of Schools, the Director of the Parks and Recreation Department and one additional staff member from each entity will be constituted to meet quarterly to insure compliance with the procedures and to resolve any disagreements.

Each item of the procedure shall be further defined by addenda to the agreement upon approval of such addenda by the Implementation Committee.

A Policy Review Committee composed of the Mayor, President of the Board of Trustees, the Superintendent of Schools and the City Manager shall meet annually or as needed to insure compliance with the policy, to resolve any disagreements and to review and to recommend to each governing body, any changes.

## PLANNING ADDENDUM

### Planning:

A Planning Committee shall be composed of three (3) members of the City of Austin and the Austin Independent School District to meet annually, and as deemed necessary by each entity, for the formulation of joint planning to review all aspects of site selection, site acquisition, and design for mutually used facilities. This committee shall be charged with each of the following areas of responsibility:

#### Long Range Planning

1. Each entity shall coordinate their master planning and establish a line of communication in planning to facilitate joint acquisition of mutual sites during initial acquisition.
2. Joint review of standards and goals of each entity for particular sites should occur at the annual meeting prior to any acquisition and/or development. This review may include, but may not be limited to, type of facility needed, projected needs of the facility, socio-economic makeup of the community and resulting programmatic needs and time table for projected development.
3. As primarily an educational facility, the school site should be located to meet educational needs, with the probable needs of the City being held in consideration.
4. As primarily a recreational facility, a park site should be located to meet recreational needs, with the probable needs of the Austin Independent School District being held in consideration.

#### Site Selection

1. The site selection of facilities should be jointly agreed to by each entity prior to acquisition.
2. Acreage requirements of each entity should be coordinated such that a minimum of ten (10) acres is available for the use of park and open space purposes, and free of building area and related development when the site is to be used as a school-neighborhood park development.
3. The physical characteristics and suitability of a site should be reviewed by each entity prior to any acquisition. This review should include, but not

PLANNING ADDENDUM  
Continued

be limited to any adjacent subdivision activity, street needs, utility development, bus routes, site access, physical barriers, and existing and proposed adjacent land use.

Site Acquisition

1. Planning and coordination through regular meetings of the two (2) entities will determine the type of acquisition procedures. Examples: A one-fourth ( $\frac{1}{4}$ ) undivided interest, or some other mutually agreeable percent on the part of the City or separate but adjacent acquisition by each agency.
2. The land in which the City acquires a proportional undivided interest shall be composed of the total school site, exclusive of building and driveway areas, as determined by its maximum overall dimensions and all related park facilities.
3. Any additional acreage deemed necessary for future development beyond that originally identified for the specific purposes of a site shall be the responsibility of the appropriate entity, at the time of the original acquisition of the site.
4. All costs involved in joint acquisition and development shall be made available to the other entity upon the completion of such transactions.
5. A joint subdivision shall be applied for upon completion of joint acquisitions, by the prime user who shall act as the controlling entity.
6. In the event either entity determines that a site acquired for a joint facility is no longer needed, the other entity shall have first right of refusal to acquire the interest of the entity wishing to dispose of the property.

Design

1. Site and facility layout shall be coordinated so as to eliminate duplications, serve the needs of each entity, and provide adequate security and reduce the overall costs to the public.
2. Standards of design should be mutually agreed upon

PLANNING ADDENDUM  
Continued

- by both entities with consideration given to safety, maintenance, aesthetics, landscaping, irrigation, construction methods and materials, surface materials for walks, specifications and design of equipment to be placed on the site by each entity.
3. Standards of design shall be based upon the function of each entity.
  4. Each entity shall have the opportunity to review and comment on site preparation with reference to topography requirements and the retention of desirable vegetations.
  5. At various stages in the design process, as determined beforehand by the Planning Committee, each entity shall have the opportunity to review and comment on all phases of planning and design prior to construction.
  6. Adequate design of facilities should be undertaken to provide proper security so as to secure various areas of buildings for programmatic needs when not being used for educational purposes.
  7. Joint planning and design shall provide for future needs of the facility through expansion, either from an educational need or a recreational need, and for such things as zone control for heating and cooling.
  8. The City of Austin shall be responsible for the construction of those facilities to be used for recreational purposes. On sites jointly administered, limit the area of structural development of the secondary entity to the percent of ownership of the site.
  9. When there is disagreement between the entities on design and development, a written notice should be given to the other entity outlining the problems and possible solutions. The prime occupant and financial supporter has the final say on the design and construction of any facility.
  10. Construction of school and recreational facilities should be planned and budgeted such that they can be coordinated at the same time.



PROGRAM ADDENDUM

The operation of joint programs by the Parks and Recreation Department and the Austin Independent School District will maximize the use of shared resources to better serve implementation of programs as follows:

Program Committee Function

The implementation of joint programming shall be planned and coordinated by a Program Committee composed of three (3) members each from the two (2) entities. The areas of cooperative programming to be reviewed in April and October by this committee shall include:

1. Use of facilities (i.e., gymnasiums, tennis courts, swimming pools and auditoriums).
2. Use of equipment which is feasible to share (i.e., playground equipment, tennis nets and field markers).
3. Specialized staff services (i.e., swimming instructions, Pioneer Farm camping, City contract services in the arts)...

Consideration shall be given to those cooperative programs currently in operation (i.e., community schools, outdoor nature programs, recreation sponsored group activities after school and at night).

All new programs requested by either entity shall be examined and recommendations, as needed, shall be made for their acceptance or rejection. The recommended plan of operation for the upcoming season shall be submitted to the Implementation Committee for their approval.

Implementation Committee Evaluation

The Implementation Committee shall amend or accept or reject the recommendation of the current programs and/or proposed programs. The evaluation shall include such factors as the community response to the program, the areas for potential conflict of interest and an analysis of the effectiveness of the operating procedures of each program.

Those new programs approved shall have agreements or contracts written as needed together with guidelines for their operation.

PROGRAM ADDENDUM  
Continued

Program Operation

The Austin Independent School District principals and the Parks and Recreation Department supervisors involved in areas where shared facilities 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. They shall submit their recommendations on specific programs to the Program Committee for review before the scheduled meeting of that body each season.

MAINTENANCE ADDENDUM

Turf Maintenance

The Parks and Recreation Department shall provide turf maintenance on all open areas being utilized by the department's program. A joint agreement on turf watering and litter control should be reached which could be applied equally to each area by the administration of the School District and the City. Future joint use areas should have automatic irrigation systems to reduce man-hour cost to both entities.

Equipment Maintenance and Use

Playground equipment and other outdoor facilities (i.e., play courts, bike racks), shall be maintained by the entity which constructs the facility. Each entity should investigate the joint use of specialized equipment, such as tree moving machines, stump cutters, and other heavy equipment.

Building Maintenance

The using entity shall have the responsibility to insure that all repairs to a joint use building involving security to the portion of the building being used are made prior to the close of any programmed use. Routine maintenance and repair shall be performed by the owning entity.

Excessive Maintenance

Excessive maintenance due to vandalism or abuse should be the responsibility of the entity responsible at the time of the abuse.

FINANCE ADDENDUM

Joint Acquisition and Development

Reimbursement from one entity to the other for sites to be jointly developed shall be on a proportionate use basis, paid at the time that the entity begins development of its facilities. As an example, for a neighborhood park/school combination, where the proportionate use is none (9) months for the School District and three (3) months for the City, this reimbursement shall be twenty-five (25%) percent of the original cost of the following:

1. Leisure activity area acquisition (to be mutually agreed upon during joint site planning process).
2. Grading, topsoil and seeding for leisure activity area agreed upon.
3. Streets, utilities, curb and gutter, fencing, walks, and parking (maximum of 20 spaces) immediately adjacent to leisure activity area agreed upon.
4. Ballfield backstops, play courts and irrigation systems.
5. Utility service - only taps, meters and sewer lines from the property line to the building.

Each entity shall pay the total cost of facilities and improvements constructed for their exclusive use and shall pay for the total cost of any additions or alterations to buildings or facilities provided for their exclusive use. Additions or alterations to buildings or facilities shall be included in the contract for the original construction of the principal structure when possible and such construction shall be managed by the entity which will be the prime occupant.

On sites where the proportionate use is other than at a ratio of 3:1 specific agreements for the joint acquisition and development shall be prepared and submitted to the Implementation Committee for approval. Such agreements shall follow generally the same relationships outlined above for joint acquisition and development of school sites, with the primary using entity being responsible for overall management of the acquisition and development process on jointly funded items.

FINANCE ADDENDUM  
Continued

Joint Use of Facilities

Each entity shall reimburse the other for direct costs above and beyond the costs the owning entity would incur if the facilities were not being used by the other entity. Direct costs shall include all direct labor (ie., the custodian actually opening and closing the facility) and fringe benefits, but would not include any indirect and overhead costs (i.e., management and staff support functions). Mutually agreeable standare rates may be used for labor, utilities and other costs to facilitate billings, but these rates must be based on an average of direct costs only.

Special Contracts

No provision in this agreement is intended to preclude the City and the School District from entering into specific cooperative agreements for exchange of services or facility use. When mutually agreeable, such specific agreements may grant exceptions to previous provisions for payment of direct cost and substitute exchange of services or facility use for such payments. Such agreements shall be approved by the Implementation Committee.

ENTERED INTO AND APPROVED BY:

  
\_\_\_\_\_  
Superintendent  
AUSTIN INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
City Manager  
CITY OF AUSTIN, TEXAS

EXECUTED THIS THE 15<sup>th</sup> DAY OF July, 1981

ATTEST:

  
\_\_\_\_\_  
City Clerk  
CITY OF AUSTIN, TEXAS

