

September 8, 2009

SUBJECT: Interlocal Cooperative Agreement Between Austin Community College District and Capital Metro for Urban Campus Planning and Transit Development

RECOMMENDATION

That the Board discuss an Interlocal Agreement with Capital Metro for urban campus/transit development planning efforts.

RELATED BOARD POLICY OR PLANNING PRIORITY

The proposed action relates to E-1, Master Planning, E-2, Provision of College Facilities, and C-9, Sustainable Practices.

RATIONALE

The ACC Master Plan includes examining options to reduce parking demand through greater use of transportation alternatives including mass transit. Staff have been working with Capital Metro to prepare a formal Interlocal Agreement for cooperative planning and development between the two entities that will be beneficial to the District in planning for the development and expansion of existing and future campuses.

BUDGETARY CONSIDERATION

None. This Interlocal Agreement does not involve the payment of any funds.

RESOURCE PERSONNEL

Mr. Ben Ferrell, Executive Vice President, Finance & Administration
Mr. Bill Mullane, Executive Director, Facilities and Construction

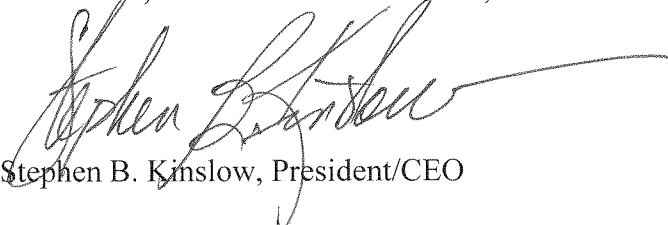
ATTACHMENTS

A: Interlocal Cooperative Agreement Between Austin Community College District and Capital Metro for Urban Campus Planning and Transit Development

Respectfully Submitted By:



Ben Ferrell, Executive Vice President, Finance & Administration



Stephen B. Kinslow, President/CEO

INTERLOCAL COOPERATIVE AGREEMENT
AUSTIN COMMUNITY COLLEGE DISTRICT AND CAPITAL METRO
URBAN CAMPUS PLANNING AND TRANSIT DEVELOPMENT

This Agreement is made and entered into by and between the Austin Community College District (“ACC”), a Texas junior college and political subdivision of the State of Texas, and Capital Metropolitan Transportation Authority (“Capital Metro”), a public body corporate and politic organized and existing under Chapter 451, Texas Transportation Code, each individually referred to as a “Party” or collectively referred to as the “Parties,” pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, upon the premises and for the consideration stated herein.

WHEREAS, ACC has, as its principal purpose, the provision of educational instruction and training within its service area; and

WHEREAS, Capital Metro has, as its principal purpose, the provision of transportation services within its service area; and

WHEREAS, the Parties desire to engage in cooperative planning and development when possible, in order to enhance the delivery of their respective services within the context of an urban campus/transit development environment; and

WHEREAS, the Parties wish to explore the opportunity to cooperate in the provision of educational and transportation services in connection with the ACC’s existing and future campuses;

NOW, THEREFORE, the Parties agree as follows:

1. ACC and Capital Metro will work together to identify areas in which ACC currently has a campus or in which ACC plans to develop or expand a campus that may be suitable for an urban campus/transit development (“UC/TD”), or which may be benefited by a plan for development of intermodal transportation options.

2. As part of this cooperative undertaking ACC will:

- Identify with Capital Metro one or more areas suitable for transit development or intermodal transportation
- Determine the benefits to ACC, the campus, students and faculty from the development of a UC/TD or intermodal transportation options
- Assess the time frame, required resources, and feasibility for participation by ACC and Capital Metro in the development of a UC/TD or intermodal transportation options
- Exchange strategic planning information with Capital Metro

- Develop with Capital Metro a proposed course of action, and upon approval by ACC's Board of Trustees, take authorized actions to implement the project
3. As part of this cooperative undertaking, Capital Metro will:
- Identify with ACC one or more areas suitable for transit development or intermodal transportation
 - Evaluate sites identified as being suitable for development of a transit development or intermodal transportation options
 - Determine the benefits to Capital Metro, ACC and the community from the development of a UC/TD or intermodal transportation options within the identified area(s)
 - Assess the time frame, required resources, and feasibility for participation by ACC and Capital Metro in the development of a UC/TD or intermodal transportation options
 - Exchange strategic planning information with ACC
 - Develop with ACC a proposed course of action, and upon approval by its Board of Directors, take authorized actions to implement the project

Project Development.

Upon approval of the Boards of ACC and Capital Metro to pursue the development of a UC/TD or intermodal transportation options, the Parties will enter into a separate agreement which sets out the scope of the project and the respective obligations of the Parties, which may include one or more of the following: (i) demographic forecasting, (ii) site selection; (iii) feasibility; (iv) community outreach; (v) master planning; (vi) real property acquisition; (vii) jurisdictional compliance; and (viii) other components of the project identified by the Parties.

Project Management.

The Vice President of Strategic Planning and Development or his designee(s) will act on behalf of Capital Metro with respect to the activities undertaken in connection with this Agreement, coordination with ACC, and compliance with relevant jurisdictions. The Vice President of Business Services or his designee(s) will act on behalf of ACC with respect to the activities undertaken in connection with this Agreement and coordination with Capital Metro.

Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the rights

and obligations contained herein. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto.

Effective Date. This Agreement takes effect upon full execution by the Parties.

Other Instruments. The Parties agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

Current Funds. As required by the Interlocal Cooperation Act, the party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party and pursuant to the terms and conditions of a separate agreement approved by the Boards of ACC and Capital Metro.

Executed to be effective as of the ___ day of _____, 2009.

AUSTIN COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Stephen B. Kinslow, President and CEO

Date: _____

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Fred M. Gilliam, President/CEO

Date: _____

Approved as to Form:

Chief Counsel