

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
EXTERNAL RELATIONS DEPARTMENT**

TO: Mayor and City Council

FROM: Jim Campbell, Director of External Relations Department and Florencio Pena,
Director of Development Services Department

THROUGH: Christopher J. Brady, Assistant City Manager

COPIES: Veronica M. Zertuche, Deputy City Attorney; File

SUBJECT: Execution of a five year interlocal agreement with various public education districts.

DATE: April 8, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance would authorize the City Manager to execute a five year interlocal agreement with various public education districts.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

In March 1998, the City Council directed staff to waive all development fees for school districts and present a cooperative plan for exchange of services that is mutually beneficial to the City and the school districts. In January 1999, the City Council authorized an ordinance approving the elements of an interlocal agreement with the districts. These agreements were for a three (3) year period effective May 1, 1999. City Council extended this agreement in April 2002 for two months and extended it again in June 2002 for another two month period. The previous contract expired in August 2002. From March 1998 through March 2002, the City waived approximately \$1,685,694.00 in fees for all 12 public education districts participating in the previous interlocal agreement.

In exchange for waving all development service fees, the participating public education districts provided the following list of services and areas of cooperation, which satisfied the exchange of services:

- Provided polling places during municipal elections at a cost not to exceed actual costs incurred by the District;
- Provided same number of participation days as City for Districts with an implemented After School Challenge Program;

- Designation of a District Coordinator to attend strategy meetings;
- Provided facilities and meeting rooms for public meetings at a cost not to exceed actual costs incurred by the District; and
- Provided for the cost of traffic signals/school flashers at new school sites and provided for 50% of cost of traffic signal/school flashers for existing school sites requested by the District or other entities.

POLICY ANALYSIS

Prior to the expiration of the previous interlocal agreement, representatives from the Northeast, Northside and San Antonio Independent School Districts met with the City Manager to request an interlocal agreement to provide a dedicated staff to review all construction plans and provide inspections. In the new agreement, the participating public education districts will continue to provide to the City those services contained in the previous interlocal agreement; maintain the previous storm water management, parking, portable building, dispute resolution requirements; maintain the public education district's participation with the City to provide for traffic control devices in designated school zones and delineates sidewalk and street cut requirements.

The new interlocal agreement will also require participating public education districts to pay full development service fees to the City and in exchange the City will hire appropriate staff to provide master development plat and plan reviews, pre-acquisition due diligent or feasibility studies, pre-conference meetings for construction projects requiring issuance of a building permit, preliminary plan reviews, permit plan reviews, inspections, and courtesy inspections in annexation areas. Appropriate staffing will be determined by actual permit revenues received. It is anticipated that the "School District Plan Review Team" will be composed of a special projects coordinator, a senior plans examiner, a senior engineering associate, three inspectors, and an administrative support position. The City has agreed to allow the participating public education districts to take part in the selection of the special projects coordinator, senior plans examiner, and senior engineering associate, however, the City will have the sole responsibility of hiring all of the positions. The City shall perform annual reviews of this agreement and submit performance reviews to the City Council's Intergovernmental Relations Committee or its successor committee performing the similar functions.

The Northeast and Northside Independent School District's school boards approved this agreement on December 15, 2003 and August 23, 2003, respectively. The San Antonio Independent School District's Superintendent agreed in writing to this agreement on March 9, 2004. The City will work with these school districts to secure the participation of the other public school districts.

FISCAL IMPACT


The full complement of the "School District Plan Review Team" contained in the proposed agreement will require the Development Services Department expenditure and revenue budget to be amended to authorize seven new positions in the amount of \$196,998 in Fiscal Year 2004. Actual permit fee revenue collected must sufficiently cover all staffing costs, prior to the hiring of new staff. Fiscal Year 2005 expenses associated with the seven new positions will be \$347,023. Based on anticipated

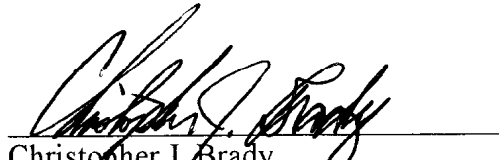
development service fees to be paid by the Northeast, Northside and San Antonio Independent School Districts, funding from permit revenue will sufficiently cover staff expenditures. Permit revenue will continue to be monitored by Development Services Department staff to ensure sufficient funds are available to sustain school districts' plan review, permitting, and inspection needs.

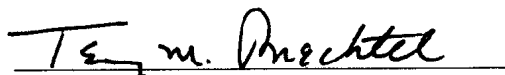
COORDINATION

This item has been coordinated with Public Works, Asset Management, Office of Budget and Management and the City Attorney's Office.


Florencio Pena, Director
Development Services Department


Jim Campbell, Director
External Relations Department


Christopher J. Brady
Assistant City Manager


Terry M. Brechtel
City Manager

STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN THE CITY
§ OF SAN ANTONIO AND TWELVE PUBLIC EDUCATION
DISTRICTS WITHIN ITS BOUNDARIES
COUNTY OF BEXAR §

This CONTRACT is hereby made and entered into by and between the CITY OF SAN ANTONIO, (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, and the following political subdivisions of the State of Texas:

Alamo Community College District
Alamo Heights Independent School District
East Central Independent School District
Edgewood Independent School District
Harlandale Independent School District
Judson Independent School District
North East Independent School District
Northside Independent School District
San Antonio Independent School District
South San Antonio Independent School District
Southside Independent School District
Southwest Independent School District

(hereinafter referred to as "DISTRICTS" or singularly as "DISTRICT") acting by and through their respective Superintendents, hereto duly authorized (collectively the "PARTIES"), pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code.

WITNESSETH

WHEREAS, it is the mission of the DISTRICT to insure quality public education to citizens of San Antonio and the San Antonio metropolitan area; and

WHEREAS, it is the mission of the CITY to insure the health, safety, and welfare of its citizens, including those served by the DISTRICT, as embodied in the numerous codes and regulations controlling construction activities within the City of San Antonio; and

WHEREAS, the PARTIES recognize and desire to cooperate in the delivery of their respective services to the citizens of San Antonio for the purposes of expediting development services processes and maximizing use of tax dollars; and

WHEREAS, the PARTIES have identified numerous service areas in which their collective cooperation will achieve the goals of expediting development services processes and maximizing use of tax dollars for the benefit of both PARTIES, as well as the affected citizenry; and

NOW THEREFORE, the PARTIES hereto severally and collectively agree and, by execution hereof, are bound to the mutual obligations herein contained and to the performance and accomplishment of tasks hereinafter described:

I. PURPOSE

1.01 This CONTRACT is entered into between the CITY and each of the DISTRICTS separately for the purpose of designating procedures, processes and fee structures which will streamline delivery of certain governmental functions and services in an efficient and cost effective manner.

1.02 It is understood and agreed by each PARTY that this CONTRACT is between the CITY and each DISTRICT separate and apart from all other DISTRICTS that may be a PARTY to this CONTRACT. In the event of termination as to one DISTRICT for any reason, except for expiration of the term, this CONTRACT shall remain in full force and effect as to all other PARTIES, unless previously terminated, as provided herein.

1.03 It is understood and agreed by the PARTIES hereto that the provisions of this CONTRACT only supplement and amend the applicable Ordinances, regulations, policies and procedures currently in effect and which shall become effective during the term of this CONTRACT. In the event of a current or future conflict, during the term hereof, this CONTRACT shall control with the exception of changes to the health and safety codes.

II. TERM

2.01 Except as may otherwise be provided in this CONTRACT, the term hereof is to begin May 1, 2004 and shall continue thereafter for a period of five (5) years.

2.02 This CONTRACT shall terminate in the event a PARTY, through its governing body, fails to appropriate sufficient funding to meet its obligations under this CONTRACT. Sums paid under this CONTRACT, if any, shall be paid only from current revenues available to the paying PARTY.

2.03 Notwithstanding any other provision herein, any PARTY may terminate its participation in this CONTRACT, with or without cause, upon sixty- (60) day's written notice to the other PARTY.

III. LIAISONS AND NOTICES

3.01 Unless written notification to the contrary is received by CITY, the DISTRICT's Superintendent, or his/her designee, shall be its designated representative responsible for the management of this CONTRACT.

3.02 Unless written notification by CITY to the contrary is received by the DISTRICT, the City Manager, or her designee, shall be CITY's designated representative responsible for management of this CONTRACT.

3.03 Communications between CITY and DISTRICT shall be directed to the designated representatives of each PARTY, as set out in this ARTICLE III.

3.04 For purposes of this CONTRACT, all official communications and notices among the PARTIES shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth on Exhibit "A" attached hereto and incorporated herein for all purposes.

3.05 For purposes of project management that includes communications related to status reporting, pre-acquisition, site assessment, preliminary plan review and permits shall be conducted between the designated DISTRICT Project Manager and the CITY's Director of Development Services or his designee, hereinafter referred to as CITY Representative.

3.06 Notice of change of address by any PARTY must be made in writing and delivered to all other PARTIES' last known address within five (5) business days of such change.

IV. LEGAL AUTHORITY

4.01 The PARTIES represent, warrant, assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein set out.

V. PERMITTING REVIEW PROCESS

5.01 For the DISTRICT's construction activities during the term of this CONTRACT, the PARTIES agree to utilize the processes and procedures set out in this ARTICLE V.

5.02 Master Planning The District agrees to and shall assign a representative to attend the applicable Master Development Plan ("MDP") meetings. The MDP meetings provide information regarding master planning and future or contemplated development within the City and County. Duties of this representative shall include, but not be limited to, the following:

- a. cooperating with the CITY in developing comprehensive community/neighborhood plans to identify appropriate new school sites taking into consideration, among other things, right-of-way and other easements for authorized CITY projects;
- b. cooperating with the CITY in identifying the potential and then pursuing joint site facility development to safeguard the community investment at the lowest cost possible for both the CITY and DISTRICT.
- c. cooperating with the CITY in the development of cooperative plans between the PARTIES on re-use and redevelopment of existing facilities and sites.
- d. The DISTRICT shall provide the name(s) of the designated individual(s) to the CITY Representative. This representative shall be a DISTRICT Official and be competent in city planning, construction and code compliance issues.

5.03 Pre-Acquisition The DISTRICT, upon entering into an earnest money contract for the purchase of a school site, shall inform the CITY's Representative of the intended purchase and request CITY comments. The CITY shall provide its comments in a timely manner and within the "due diligence" or "Feasibility Study" period of each earnest money contract which period may vary from contract to contract.

5.04 Pre-Conference For construction projects by the DISTRICT requiring issuance of a CITY building permit, at least sixty (60) days prior to the issuance of a construction contract or, where no contractor is utilized, at least sixty (60) days prior to commencement of construction/alteration of the building is scheduled to begin, a designated representative of the DISTRICT, along with at least one design

professional knowledgeable in the construction codes applicable to the construction project under consideration, shall arrange and attend a meeting with CITY for the purpose of informing the CITY of the proposed construction project(s) and to receive direction regarding potential and/or anticipated code compliance issues in the preparation of plans and specifications. The direction provided by CITY shall strictly be based on information submitted to the CITY at the time of the meeting. Requirements to hold a Pre-conference meeting under this paragraph shall not apply to reconstruction that does not change the building classification, except those projects involving construction of a new building not contiguous to existing structures and/or additions.

5.05 Preliminary Plan Review All new construction and major renovations shall require a preliminary plan review. During the design phase of a project, CITY shall provide personnel with the expertise and authority to interpret codes, ordinances and regulations, resolve disputes, and evaluate requested modifications and/or alternative methods of construction. The DISTRICT shall respond to code issues raised by applicable CITY Departments pertaining to construction code compliance, traffic, driveway and parking lot layout, fire protection, landscaping, trees, historic preservation, drainage, stormwater detention and floodplain, platting, zoning, utility extension or upgrades, and other such areas of CITY's authority and control. Any requests for alternative methods of construction, materials or code interpretations must be submitted in writing by the DISTRICT to the CITY's Representative, who shall approve or deny the request by written response within ten (10) business days. With DISTRICT'S consent, CITY may extend the review period when necessary to accommodate the magnitude of the review.

5.06. Permit Plan Submission, Review, and Building Permit Issuance, Courtesy Inspections in Annexation Areas.

a. Permit Plan Submission: A completeness review shall be performed by the School District Plan Review Team within two (2) calendar days.

b. The DISTRICT shall designate an architect or engineer of record for each project who shall be responsible for reviewing and coordinating all submitted documents prepared by others, including deferred submittal items, for compatibility for the design of the building. All dispute resolutions shall be coordinated by either the district representative or the architect or engineer of record. Subcontractors and other interested parties may contact the City for project status.

c. After plan completion requirements set out in paragraph 5.06(a) are met, the City shall comply with the following initial plan review timeframes:

- i. Plan review for new construction shall be completed in 30 calendar days;
- ii. Plan review for interior finish out shall be completed in 15 calendar days; and
- iii. Plan review for portable and commercial buildings shall be completed in 5 calendar days.

d. DISTRICT may request that the CITY perform courtesy construction plan reviews and construction inspections for construction projects which are located within any area which is included now or hereafter in the CITY Three Year Annexation Plan when the reviews or inspections are not otherwise required. CITY agrees that it will perform the courtesy construction plan reviews and construction inspections upon receipt of a request and payment of a fee or fees.

- e. The fee for any service shall be equivalent to the fee adopted by the CITY for a similar review or inspection of a similar project within the full-purpose city limits of CITY.

5.07 Conditional and Limited Building Permits. When Conditional or Limited Building Permits are issued, the DISTRICT acknowledges, represents, and agrees to comply with all applicable codes and the performance requirements associated with the Conditional or Limited Building Permit, and may commence construction and proceed at the DISTRICT'S own risk at no cost to the CITY.

- a. Conditional Permits shall be issued when the code compliance deficiencies in the plans and specifications are such that future compliance can be clearly identified by the City Inspector on the job. The DISTRICT must satisfy the conditions of the permit prior to requesting a Certificate of Occupancy Inspection.

- b. Upon request and if otherwise allowed by law, Limited Permits shall be issued when the code compliance deficiencies cannot be corrected and compliance cannot be achieved without the review of additional information by the City. The Limited Permit shall be for a period of 60 to 120 days as required to allow for the submission and review of supplementary information. Construction can proceed during the period of the Limited Permit but must cease if the terms of the Limited Permit have not been complied with during the period of the permit.

- c. Any work conducted without the required permit(s) is subject to an additional fee equal to the amount of the permit fee normally required pursuant section 107.5 of the Uniform Building Code.

- d. Upon City's acceptance of plans for review under paragraph 5.06(c), the City will review the plans and issue a building permit, a Conditional Building Permit, or a Limited Building Permit upon expiration of the fifty (50) day review period set out in that section. The time periods set out in 5.06 shall exclude the time the District uses to respond to a deficiency(s) and will resume when the District submits revised plans resolving the deficiency(s). After an initial review, a project may require additional reviews. The 50-day review period is the cumulative number of days the City has to complete their initial and additional reviews. The District will have access to a projects review period by accessing the City's database via the Internet or by coordinating with the Special Projects Coordinator. If the 50-day review period lapses the City will not issue a Conditional Building Permit or a Limited Building Permit if one or more deficiencies exist in the following categories:

1. Deficient means of egress, including temporary existing facilities,
2. Deficient Type of Construction (based on allowable height and area),
3. Deficient fire flow,
4. Deficient fire department access (fire lanes),
5. Deficient or missing occupancy separations,
6. Property unplatted, or
7. Construction over easements.

5.08 Project Team The City of San Antonio will form and designate a School District Plans Review Team that will be composed of a staffing complement to support School District's permitting and plan review needs based upon actual permit revenues received. The School District Plans Review Team's primary duty shall be to fulfill the City of San Antonio's plan review obligations set out in this agreement.

The members of the School District Plans Review Team shall not perform other duties if that member is needed to review a pending submission from one of the Districts.

a. The School District Plan Review Team may consist of the following staffing complement:

- i. One (1) Special Projects Coordinator;
- ii. One (1) Senior Plans Examiner (Building and Fire);
- iii. One (1) Senior Engineer Associate (Traffic and Drainage);
- iv. Three (3) Inspectors; and
- v. Administrative Secretary.

b. The DISTRICTS may participate on the selection panel for the Special Projects Coordinator, Senior Plans Examiner and Senior Engineer Associate. However, the CITY will have the sole responsibility for the hiring of all Review Team positions.

c. The City shall perform annual reviews of this agreement and submit the performance reviews to the City Council's Intergovernmental Relations Committee (or a successor committee performing the similar functions.) Districts may forward information to Director of Development Services to be included in or considered by the review at any time.

5.09. Storm Water Management For purposes of this CONTRACT, storm water management matters shall be handled in the following manner:

a. The District will not be required to perform engineering studies to obtain approval for participation in the regional storm water management program (RSWMP) for all improvement projects at existing school sites located inside Loop 410. Participation in the RSWMP will require a fee in lieu of on site detention. The fee in lieu of on site detention will be based on the increased surface area covered by any new construction that increases the impervious cover (roofs, driveways, parking areas, other paved areas, sidewalks, auxiliary buildings, etc.) on the school site. A site plan for handling and discharging storm water into the street or drainage facilities must be reviewed and approved. If a temporary increase in impervious cover is to occur or does occur during construction (e.g., building a new building to replace existing portable buildings) the fees will not be required, provided the temporary increase is not anticipated and does not exist for longer than a twelve (12) month period from the start of construction.

b. A fee in lieu of on-site detention will not have to be paid to locate additional portable building(s) on the school site, providing that adequate landscaping (planter beds, shrubs, trees, and mulch) is properly placed around the portable building(s) to absorb the increased storm water runoff.

c. For renovation of existing schools outside of Loop 410, the District must meet and confer with the City's Director of Public Works or his designee to confirm that there are no off-site drainage problems. If it is determined that no problem(s) exist, the provisions of paragraph 5.09(a) will apply. However, if it is determined that a problem does or will exist, an engineering study will be required to determine whether on-site detention pond is required or if the off site drainage problem can be mitigated.

d. For new school sites anywhere in the City, an engineering study shall be required (See UDC 35-504). If on-site detention is found to be required, it may be oversized at one site to accommodate increased runoff from other school sites in the same sub-watershed. On-site detention may be incorporated into school playgrounds, parking areas, underground or on roofs. If on-site detention is not required, participation in the RSWMP will be approved and a fee in-lieu of on-site detention will be accepted.

e. Storm Water Compliance for construction site activities in effect, in total in order to maintain compliance with City's TPDES permit.

f. Any questions regarding these drainage provisions shall be directed to the City's Representative. Appeals of any decision shall be made to the City's Director of Public Works.

5.10 Parking Requirements For purposes of this CONTRACT, the CITY's Representative shall have the discretion to reduce parking requirements for existing schools based on the following health, safety and general welfare issues:

- i. any parking regulations in force and effect which may impact the vehicle traffic on and around the school property;
- ii. the type of construction being undertaken by the DISTRICT at the location in question and what, if any, increase or decrease in vehicular traffic can be anticipated from the final construction; and
- iii. any other relevant information known or that is made known.

a. Required Security Under Section 35-4223 of the Unified Development Code ("UDC") During the term of this CONTRACT, CITY will not require DISTRICT to post a performance bond, letter of credit, trust agreement, cash or other form of security in favor of CITY normally required under Section 35-4223 of the UDC and related provisions; provided that in lieu of posting such security, DISTRICT provides CITY with a formal Resolution passed and approved by its Board of Trustees assuring construction, within three years, of all items that would normally be the subject of the security. The resolution shall be delivered to CITY prior to recordation of the plat. The assurances provided under the resolution shall survive any termination of this agreement and failure of DISTRICT to comply with the assurances to complete the construction as resolved by the DISTRICT's Board of Trustees, shall be considered a breach of this agreement. Upon breach, CITY may pursue any and all legal and equitable remedies available to it.

5.11 Sidewalk Requirements

- i. sidewalks at all existing schools must be brought to ADA standards in conjunction with major renovations and/or additions; and
 - ii. sidewalks should be provided on new facilities in accordance with the new Code.
- a. Street cuts Compliance with the right of way management ordinance except minor penetration of street(s) associated with construction or reconstruction of a driveway that does not impair the underlying integrity of the base.

5.12 Inspections and Resolution of Disputed Violations and Issuance of Certificates of Occupancy

- a. CITY shall issue Certificates of Occupancy when all inspections have been made, Code violations corrected and drainage issues are satisfied. The CITY shall issue the DISTRICT a temporary Certificate of Occupancy in accordance with the Uniform Building Code.
- b. CITY and DISTRICT shall each identify a person to settle disputes arising from disagreements over CITY Code or construction plan violations identified by CITY Inspectors. Upon request of the DISTRICT or CITY, said dispute will be submitted to a representative of CITY's School District Plan Review Team with authority to resolve the dispute, who shall rule on the dispute within 48 hours of its submission. The decision is appealable to the appropriate CITY Board.
- c. On a multiple building project on the same platted site, at DISTRICT's written request, CITY shall issue a permanent Certificate of Occupancy for each individual building as it is completed and ready for occupancy.

5.13 Portable Buildings

- a. To expedite issuance of building permits for any portable building, DISTRICT must pre-submit master building construction plans and foundation plans to the CITY for approval which the DISTRICT will place on school grounds. Upon approval, said plans shall be identified in accordance with a numbering system. DISTRICT agrees that upon application for a building permit for a portable building, which otherwise meets Code requirements, the DISTRICT will identify by number the pre-approved master plans that will be utilized for the placing the building on school property. CITY agrees to issue a building permit for said building within five (5) business days of receipt of the application provided there is compliance with all other applicable regulations.
- b. As an alternative to the procedures outlined in paragraph 5.13 (a), if a DISTRICT can satisfactorily demonstrate to the CITY that a portable building it owns or rents has been previously inspected and approved, the building may be relocated by the DISTRICT, in compliance with Code requirements, and the CITY agrees to issue a building permit within five (5) business days from receipt of the Foundation Plan and Site Plan for review from DISTRICT.
- c. CITY recognizes that the use of portable buildings by DISTRICT is often times required as an emergency measure and, to the greatest extent possible, the CITY agrees to expedite any approvals required by the CITY in connection with the initial construction or erection of portable buildings, or the moving of such temporary buildings from one campus to another. Further, CITY will work in good faith with the DISTRICT to establish and implement an expedited procedure for temporary buildings.

5.14. Computer Liaison The DISTRICT and CITY shall each, at their own expense and without access charges to one another, continue to improve the computer linkages for the purpose of submitting plans and specifications for review and for tracking and monitoring the status of plan review, permit approvals, project inspections and certificates of occupancy.

5.15. Project Notices and Dispute Resolution The architect or engineer submitting plans for a project shall be the primary point of contact for all notices and dispute resolution procedures. However, when a District representative deems necessary, the District representative may notify the Director of Development Services that further communications should be directed to either the District

representative or another architect or engineer. However, nothing herein waives the legal requirements that a licensed architect or engineer shall [certify] plans for a project.

VI. PUBLIC SERVICES

6.01 The PARTIES agree that cooperation on overlapping functions and activities has and will continue to benefit the public-at-large by saving tax dollars. In further pursuit of this goal of efficiency and in exchange for the considerations offered by CITY to DISTRICT, the DISTRICT, during the term of this CONTRACT, agrees as follows:

a. Except as to the facilities identified on the Addendum attached hereto and made a part hereof, DISTRICT will provide CITY with available facilities for use as polling places during municipal elections and for meetings called by community groups. The DISTRICT agrees not to charge a user fee for the use of such facilities but may assess out-of-pocket expenses for utilities, maintenance, security or other costs directly associated with the use. All such use shall otherwise comply with DISTRICT's policy and procedure for the booking, access to and use of the facilities.

b. In a DISTRICT which participates in the After School Challenge Program, the DISTRICT agrees to and shall provide funding to the After School Challenge Program to operate the program for the same number of days as are funded by the CITY. Separate After School Challenge Program Interlocal Agreements with participating districts will be in effect regarding program details, funding, staffing, etc.;

c. DISTRICT agrees to and shall, within ten (10) business days of the effective date of this CONTRACT, designate a coordinator on the DISTRICT's staff who shall attend strategy meetings, called as determined necessary by the CITY, but no more than on a quarterly basis, unless otherwise agreed, at which issues are discussed and plans are made to enter into agreements with the CITY. These agreements will focus on the manner and means to provide joint services to the public. DISTRICT shall hereafter endeavor in good faith to design and implement programs aimed at providing joint services to the public in all areas, which shall include, at a minimum, the following:

1. feasibility studies on joint use of libraries and other facilities;
2. community access to school sites for use of recreational facilities and open space;
3. inner-city revitalization projects; and
4. funding for the Education Partnership Program.

d. DISTRICT agrees to participate with CITY in providing traffic control devices in certain designated school zones to safeguard the students and other pedestrian traffic as follows:

- i. Whenever a new school is to be located and constructed on, adjacent to, or abutting an existing arterial street or highway, as defined by the City Major Thoroughfare Plan, the DISTRICT will be required to fund, at its expense, any traffic signals or school zone/pedestrian crossing warning flashers and traffic control devices that are determined necessary by mutual agreement between CITY and DISTRICT by virtue of the increased vehicular and pedestrian traffic anticipated to be generated by or from such school. To ensure that the City can install the signals and flashers at the new school prior to its opening, at least one (1) year before the school's opening, the DISTRICT must provide the CITY

with advance notice of the need as well as an adequate financial commitment obligating the DISTRICT to fund the cost associated with the purchase and installation of the signals and/or flashers.

- ii. For renovations of existing schools and for requests from the DISTRICT or other entities for signals or flashers at existing schools, the DISTRICT agrees to pay 50% of the direct expenses to be incurred by the City to install the signals and/or flashers which are determined necessary by mutual agreement between the PARTIES. To be considered, the DISTRICT must provide the CITY with a minimum of six (6) months advance notice of the need as well as an adequate financial commitment obligating the DISTRICT to fund its portion of the cost associated with the purchase and installation of the signals and/or flashers.
- iii. Notwithstanding subparagraphs i and ii above, prior to funding being requested of the DISTRICT, the CITY agrees and shall comply with all applicable regulations and guidelines required to determine the need for a signal and/or flasher at the location in question, including but not limited to, complying with all necessary warrant procedures and traffic study requirements.
- iv. For purposes of this Section 6.01, the phrase "adequate financial commitment" shall mean a formal Resolution passed and approved by the Board of Trustees of the DISTRICT assuring adequate funding for the purchase and installation of the signals and/or flashers. The resolution shall be delivered to CITY concurrently with the relevant notice as set forth in Section 6.01 d. i or Section 6.01 d. ii, as the case may be. Such assurance shall survive termination of this agreement and failure of the DISTRICT to comply with the assurances to complete the construction as resolved by the DISTRICT's Board of Trustees, shall be considered a breach of this agreement. Upon breach, CITY may pursue any and all legal and equitable remedies available to it.

VII. CHANGES AND AMENDMENTS

7.01 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment formally approved by the governing body of the PARTIES.

7.02 It is understood and agreed by the PARTIES hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

VIII. ASSIGNMENTS

8.01 No Party hereto shall transfer, pledge or otherwise assign this CONTRACT, any interest in and to same, or any claim arising thereunder. This CONTRACT is not assignable in any respect. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

IX. SEVERABILITY OF PROVISIONS

9.01 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the PARTIES hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

X. ENTIRE AGREEMENT

10.01 This CONTRACT constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XI. PARTIES BOUND

11.01 This CONTRACT shall be binding on and inure to the benefit of the PARTIES hereto and their respective legal representatives, successors and assigns, except as otherwise expressly provided herein.

XII. GENDER

12.01 Words of gender used in this CONTRACT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XIII. RELATIONSHIP OF PARTIES

13.01 Nothing contained herein shall be deemed or construed by the PARTIES hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between them.

XIV. TEXAS LAW TO APPLY

14.01 This CONTRACT shall be construed under and in accordance with the laws of the State of Texas and all obligations of the PARTIES created hereunder are performable in Bexar County, Texas.

XV. CAPTIONS

15.01 The captions contained in this CONTRACT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this CONTRACT.

XVI. MULTIPLE ORIGINALS

16.01 This CONTRACT may be executed in multiple originals. The PARTIES agree that it is not necessary for each or every PARTY to execute the same physical document. The CONTRACT binds the CITY and each individual DISTRICT upon execution of the CONTRACT by an authorized representative of the CITY and that DISTRICT.

EXECUTED in duplicate originals on this the ____ day of _____, 2004.

CITY OF SAN ANTONIO

**_____
INDEPENDENT
SCHOOL DISTRICT**

Terry Brechtel
City Manager

Superintendent

ATTEST:

ATTEST:

Yolanda L. Ledesma
Acting City Clerk

Title:

APPROVED AS TO FORM

Andrew Martin
City Attorney

ATTACHMENTS

ADDENDUM - EXCLUDING CERTAIN DISTRICT PROPERTIES FROM
PARAGRAPH 6.01(a)

EXHIBIT A ADDRESSES OF PARTIES

**ADDENDUM TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND THE
_____ INDEPENDANT SCHOOL DISTRICT**

This ADDENDUM attached to and made a part of the Interlocal Agreement between the CITY OF SAN ANTONIO and TWELVE PUBLIC EDUCATION DISTRICTS within its boundaries, (hereafter referred to as the "AGREEMENT"). As referenced in Sub-Paragraph 6.01(a) of the AGREEMENT, the following DISTRICT facilities are excluded from this sub-paragraph:

EXHIBIT A
ADDRESSES OF PARTIES

Alamo Community College District
Dr. Terrance Kelly
201 W. Sheridan, Building A
San Antonio, Texas 78204

Alamo Heights Independent School District
Dr. Jerry D. Christian, Superintendent
7101 Broadway
San Antonio, Texas 78209

East Central Independent School District
Gary Patterson, Superintendent
6634 New Sulphur Springs Road
San Antonio, Texas 78263

Edgewood Independent School District
Mr. Richard Bocanegra, Superintendent
5358 W. Commerce Street
San Antonio, Texas 78237

Harlandale Independent School District
Guillermo Zavala, Jr., Superintendent
102 Genevieve Drive
San Antonio, Texas 78214

Judson Independent School District
Dr. Anthony Constanzo, Interim Superintendent
8012 Shin Oak Dr.
Converse, Texas 78233

North East Independent School District
Dr. Richard A. Middleton, Superintendent
8961 Tesoro
San Antonio, Texas 78217

Northside Independent School District
Dr. John M. Folks, Superintendent
5900 Evers Road
San Antonio, Texas 78238

San Antonio Independent School District
Dr. Rubén D. Olivárez, Superintendent
141 Lavaca Street
San Antonio, Texas 78210

South San Antonio Independent School District
Dr. Nabor F. Cortez, Superintendent
2515 Bobcat Lane
San Antonio, Texas 78224

Southside Independent School District
Dr. Mard A. Herrick, Superintendent
1610 Martinez-Losoya Road
San Antonio, Texas 78221

Southwest Independent School District
Dr. Pete Anthony, Superintendent
11914 Dragon Lane
San Antonio, Texas 78252