

AGENDA ITEM NO. 25

**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: Bill Wood, Deputy City Attorney; File

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

DATE: May 6, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance would authorize the City Manager to execute a five-year interlocal agreement with various public education districts; authorize up to seven positions to support the interlocal agreement and appropriate funds.

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 waiving 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;

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.

5.16. City Code requirements for DISTRICT Construction Projects.

a. The City shall consider the approval, disapproval, or conditional approval of any permit for a project to construct, expand, or reconstruct an educational facility based upon the City Code in effect on the date the project commences. A construction project may commence on the date of acquisition of the site for the educational facility project or the date the voters or the school district board approves funding for the project. An expansion or reconstruction project commences on the date the voters or the school district board approves funding for the project.

b. These criteria will apply to all DISTRICT projects that have commenced prior to the effective date of this agreement, provided that the educational facility projects listed in Addendum for the Northside Independent School District, the Northeast Independent School District, and the San Antonio Independent School District will be subject to the 1997 Tree Preservation Ordinance (Ordinance #85262).

5.17 Tree Mitigation

a. On-site. If a project to construct, expand, or reconstruct an educational facility requires tree mitigation, the District may elect to either perform tree mitigation on-site, pay into the Tree Mitigation Fund in accordance with Section 35-523 of the City Code, or expend that same amount of money to plant trees on the site of the educational facility project.

b. Off-site. If a project to construct, expand, or reconstruct an educational facility requires tree mitigation, the District may elect to perform the required mitigation at a location other than the project site at a ratio of 1.25:1 of the mitigation required in accordance with Section 35-523 of the City Code.

5.18 Schools Designated as Public Projects. After the effective date of this agreement, for all DISTRICT projects that were not commenced as defined above, the DISTRICTS will be treated as a municipal entity for the purposes of Section 35-523, Tree Preservation, Subsection (o), Public Projects of the UDC (Unified Development Code) and any new project on property owned by any of the DISTRICTS shall be deemed public projects situated on public land for all purposes under Section 35-523.

5.19 Water Quality. The DISTRICT acknowledges, represents, and agrees to comply with all the provisions and performance requirements of Chapter 34, Article VI, Water Quality Control and Pollution Prevention of the City Code in effect on the date a project commences.

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.

**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

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

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

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

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

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

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

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

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

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

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

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