ALAMO COLLEGES

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October 28, 2009

PLANNING & DEVELOPMENT SERVICES DEPARTMENT
2009 OCT 30 P 1:32
DIRECTOR'S OFFICE

Michael P. Shannon, P.E., C.B.O.
Development Services Engineer
Planning and Development Services Department
City of San Antonio
1901 S. Alamo
San Antonio, Texas 78204

Subject: Interlocal Agreement Between the City of San Antonio and Twelve Public Education Districts Within its Boundaries

Mr. Shannon,

Enclosed are two original agreements that have been executed by Dr. Bruce Leslie, Chancellor of Alamo Community College District.

After these agreements have been executed by the City of San Antonio, please return one fully executed original to my attention.

If you have any questions, please contact me at 210-486-0629 or by email at rreyes270@alamo.edu. Thank you for your assistance with this matter.

Respectfully submitted,

Rose Reyes

Rose Reyes
Project Coordinator

/rr

Enclosures: Two Original Interlocal Agreements

ORIGINAL

STATE OF TEXAS	δ	**INTERLOCAL AGREEMENT BETWEEN**
	δ	**THE CITY OF SAN ANTONIO AND**
	δ	**TWELVE PUBLIC EDUCATION DIS-**
	δ	**TRICTS WITHIN ITS BOUNDARIES**
COUNTY OF BEXAR	δ	

This AGREEMENT 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. 200909030690 dated September 3, 2009, 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, Chapter 791, 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 AGREEMENT 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 AGREEMENT is between the CITY and each DISTRICT separate and apart from all other DISTRICTS that may be a PARTY to this AGREEMENT. In the event of termination as to one DISTRICT for any reason, except for expiration of the term, this AGREEMENT 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 AGREEMENT only supplement and amend the applicable Ordinances, regulations, policies and procedures currently in effect and which shall become effective during the term of this AGREEMENT. In the event of a current or future conflict, during the term hereof, this AGREEMENT shall control with the exception of changes to the health and safety codes.

II. TERM

2.01 The term of this AGREEMENT shall be for a period of one year beginning August 1, 2009 and ending July 31, 2010. This AGREEMENT shall automatically renew in successive one-year terms through July 31, 2019 unless terminated as provided herein.

2.02 This AGREEMENT shall terminate in the event a PARTY, through its governing body, fails to appropriate sufficient funding to meet its obligations under this AGREEMENT. Sums paid under this AGREEMENT, 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 AGREEMENT, with or without cause, if it provides written notice to the other PARTY that it does not desire to renew the AGREEMENT at least 60 days before the end of the current one-year term. Termination without cause must be within 60 days of the expiration of the current one year term.

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 AGREEMENT.

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 AGREEMENT.

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 AGREEMENT, 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. 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 Planning and Development Services or his designee, hereinafter referred to as CITY Representative.

3.05 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.

3.06 All PARTIES to this AGREEMENT shall use best efforts to promptly circulate to one another all CITY regulatory interpretations that present issues pertinent to the concerns of the DISTRICT.

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 AGREEMENT 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 AGREEMENT, the PARTIES agree to utilize the processes and procedures set out in this ARTICLE V.

5.02 Master Planning.

a. 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:

i. 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;

ii. 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;

iii. cooperating with the CITY in the development of cooperative plans between the PARTIES on re-use and redevelopment of existing facilities and sites; and

iv. 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.

b. A school or schools may be constructed at any location designated "residential" on any currently valid Preliminary Overall Area Development Plan ("POADP") or Master Development Plan or on any Master Development Plan filed after the date of this AGREEMENT without the need for modifying and resubmitting the POADP or the Master Development Plan to reflect the exact location of the school or schools within the subject Development. This subsection shall not prevent the CITY requiring that streets near school sites be upgraded to Collector Street status in accordance with the City's current regulations.

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 to the CITY's 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:

i. Deficient means of egress, including temporary existing facilities,
ii. Deficient Type of Construction (based on allowable height and area),
iii. Deficient fire flow,
iv. Deficient fire department access (fire lanes),
v. Deficient or missing occupancy separations,
vi. Property unplatted, or
vii. Construction over easements.

e. To assist DISTRICTS to construct and open schools and other facilities in a timely manner, the City agrees that, notwithstanding Subsection 5.07(d)(vi) above, conditional site-only building permits will be issued to DISTRICTS and DISTRICTS may proceed at their own risk whether or not plat approval shall have been obtained.

5.08 School District Plan Review Team, Annual Accounting and Advisory Committee.

a. Within five working days after the full execution of this AGREEMENT, CITY will form and designate a "School District Plan Review Team," whose function will be to fulfill the CITY's permitting, plan review, and other obligations to the DISTRICT under the AGREEMENT.

b. The School District Plan Review Team will be led by a member of the CITY's Development Services Department (the "School Team Manager) who shall report directly to the Assistant Director of Building Development.

c. The duties of the School District Plans Review Team shall be the first work priority of its members; that is, each member of the School District Plans Review Team shall complete all current work on DISTRICT projects prior to performing work on non DISTRICT projects.

d. CITY shall ensure that a Plans and Permits Fire Protection Review Group member shall attend all applicable plan review meetings for plans submitted by a DISTRICT. The comments of that Fire Protection Review Group member with respect to such plans shall be provided to the DISTRICT at the same time that the other members of the School District Plan Review Team provide their comments on such plans to the DISTRICT.

e. Whenever the School Team Manager, a School Team Senior Plans Examiner, or a School Team Senior Engineer Associate position is being filled by the CITY, the CITY shall provide notice of such fact to all of the DISTRICTS, and the DISTRICTS shall have the right to participate on the selection panel for such School Team members. The CITY shall consider the comments of the DISTRICTS prior to naming the School Team Manager or any School Team Senior Plans Examiner or School Team Senior Engineer Associate, but the CITY shall have the sole responsibility and authority to fill such positions.

f. In March of each year, the City Manager's Office shall perform an annual review of the AGREEMENT and the functioning of the School District Plan Review Team. As part of such annual review, the City Manager's Office shall solicit the written comments of the DISTRICTS on the efficacy of the School District Plan Review Team. The City Manager's Office shall prepare a written summary of the findings which are the result of such annual review, and shall provide a copy of such summary to the Director of the Planning and Development Services Department, the School Team Manager, and each of the DISTRICTS (at the respective addresses set out on Exhibit A hereto).

g. By March 1st of every year during the term hereof, the CITY shall provide to the DISTRICTS a written accounting for the then previous calendar year setting out: (i) all of the monies paid to the CITY by each of the DISTRICTS, individually, and all of the DISTRICTS, collectively, in fees in connection with the platting, permitting (building or trades), and/or inspection of DISTRICT land, projects, and/or facilities; and (ii) the costs paid by the CITY in connection with such platting, permitting, and inspection. Notwithstanding the foregoing, the current limited searchability of the CITY's platting database will require that a DISTRICT desiring the inclusion of platting fees in this report list in writing to the CITY the plat numbers for all plat applications for which CITY fees might have been assessed in a given reporting year.

h. Representatives of the DISTRICT will meet at a mutually convenient time every January, April, July, and October during the term hereof to (i) assess the efficiency of the efforts of the DISTRICTS and the CITY under this AGREEMENT; (ii) discuss ways to improve the various processes through which DISTRICT projects are platted, permitted, and inspected; and (iii) implement improvements to such processes. The Director of the Planning and Development Services Department (or the assistant director, if so designated by the Director) and the head of the School District Plan Review Team, shall also meet during these periods to assess, discuss and implement these same issues.

5.09. Storm Water Management and Off-Site Improvements. For purposes of this AGREEMENT, 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 does not exist for longer than a twelve (12) month period from the start of construction.

b. The DISTRICT will not be required to perform any engineering studies, nor pay any stormwater fees, nor construct any drainage improvements for existing, new, or relocated Portable Buildings.

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 Landscaping; Tree Preservation; Parking.

a. Except as provided in Section 5.16 below, DISTRICTS shall comply with the City's then current Tree Preservation Ordinance

b. DISTRICTS will not be required to plant any landscaping for existing, new or relocated Portable Buildings.

c. Each DISTRICT will be allowed to fulfill any replanting and/or mitigation requirements by planting or replanting trees and/or other landscaping of equivalent value on sites that such DISTRICT owns or leases.

d. Upon application of the DISTRICT and with approval of the CITY, parking lot shading and other landscaping requirements may be modified as may reasonably be necessary to enhance the efficiency of security cameras and/or lighting.

e. Upon mutual AGREEMENT of the DISTRICT and the CITY, each DISTRICT shall have the discretion to reduce maximum 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.

f. DISTRICTS shall be exempt from maximum allowable parking limitations except those imposed by reason of location within Edwards Aquifer Recharge Zoning Districts ("ERZD") provided that the maximum number of parking spaces per school campus shall not exceed the following: elementary schools – 275, middle schools – 400, high schools – 1,275. The minimum number of parking spaces per school campus shall be in accordance with the CITY's Unified Development Code.

g. Required Security Under Section 35-437 of the Unified Development Code ("UDC"): During the term of this AGREEMENT, 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 35-437 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 and Street Cuts.

a. Existing sidewalks at existing schools or other DISTRICT facilities need not be brought to current Unified Development Code standards, except in conjunction with additions or renovations of a value exceeding thirty-five percent (35%) of the fair market value of the entire property being renovated. Each DISTRICT shall send a letter to the CITY department charged with enforcement of its sidewalk requirements upon each

occasion that such DISTRICT relies on this provision, specifying the exceptions claimed and the basis therefor. The CITY shall have the option of requiring the DISTRICT to include a formal appraisal, an informal appraisal, or no appraisal of the entire property as an element of this submission, as circumstances warrant.

b. New sidewalks shall be provided in connection with the construction of new facilities on an existing lot or campus in accordance with the CITY's Unified Development Code.

c. Nothing in this section shall be construed as invalidating or limiting the requirements of the Americans with Disabilities Act and Texas Accessibility Standards.

d. Unless specifically excluded or modified by this AGREEMENT, all work performed by the School District within the City right-of-way which involves cutting any City Street shall be subject to the terms and conditions of this AGREEMENT, and shall also be in accordance with the Right-of-Way Ordinance, Utility Excavation Criteria Manual (UECM), Texas Manual on Uniform Traffic Control Devices (TMUTCD), State and Federal statutes, standard provisions, and all other applicable City drawings and specifications except for the exemptions as outlined above. The following procedures shall be followed when a street cut is made:

i. DISTRICTS shall each provide a Civil Engineer's report to the Director of Public Works outlining the proposed method for street cut repair a minimum of thirty (30) days prior to submitting an application for permit for the proposed work. The Civil Engineer shall be selected and retained by and at the cost of the DISTRICT.

ii. The Director of Public Works shall review the Engineer's report and provide comments within ten (10) calendar days of receipt. If approved, the work shall commence as proposed. If disapproved, further revisions reflecting the Director's comments and/or joint compromise shall be submitted.

iii. The DISTRICT performing the work shall warrant the street cut for a period of not less than twenty-four (24) months after the date of completion from defects related to installation and/or design. In the event of confirmed defects within such twenty-four (24) month time period, the work shall be repaired by the DISTRICT to a satisfactory condition acceptable to the CITY, in the CITY's reasonable discretion, within thirty (30) calendar days of receipt of notice from the CITY to the DISTRICT. Extra days shall be permitted only for inclement weather and statutory bidding requirements, if any.

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 CITY's 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.

d. CITY inspectors shall not add or change requirements established by the CITY's School District Plans Review Team unless it is a life, health or safety issue. Any action of a field inspector inconsistent with the prior determination of the CITY's School District Plans Review Team shall be resolved by the application of the procedures set out in the current version of the CITY's Standard Operating Procedure ("SOP").

5.13 Portable Buildings. "Portable Buildings" means those structures which (i) are located on real property owned or leased by a District; (ii) are not placed on any permanent foundation; (iii) are designated by the DISTRICT for education related purposes as portable or temporary classroom buildings or for administrative or maintenance purposes. Portable Buildings may either be constructed in accordance with Title 7, Subtitle C, Chapter 1202 of the Texas Occupations Code (Industrialized Portable Building) or constructed in accordance with the technical codes of the CITY (Conventional Portable Building).

a. New Portable Buildings. Installation of new Portable Buildings shall be in accordance with currently adopted CITY technical codes.

b. The issuance of building permits for any Industrialized Portable Building may be expedited by the submission of master building plans for the specific type of industrialized structure to the CITY. Upon approval, master plans shall be identified in accordance with a numbering system determined by the CITY. DISTRICT agrees that upon application for an expedited building permit the DISTRICT will identify by number the pre-approved master plan that will be utilized for placing the building on DISTRICT property. The 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.

c. Existing Portable Buildings. The PARTIES agrees that upon application for a permit to move an existing Portable Building, that if a DISTRICT can satisfactorily demonstrate to the CITY that a Portable Building has been previously inspected and approved by the CITY, the building may be relocated by the DISTRICT in compliance with subparagraph d below. 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.

d. Existing Portable Buildings which have been previously inspected and received a Certificate of Occupancy from the City of San Antonio that are moved within or to another existing school campus or other real property owned or leased by a DISTRICT,

without any structural changes other than the new or revised foundation, shall comply with the following procedures:

i. A building permit or conditional building permit shall be obtained from the CITY prior to moving and setting the Portable Building on the new foundation.
ii. The CITY shall comply with the initial plan review timeframes listed in Section 5.06(c)iii.
iii. The CITY's plan review and inspections of the moved Portable Buildings shall be limited to the following:

A. location of building(s) on site with regards to fire department vehicle access; minimum fire hydrant requirements, including minimum number, location and spacing; exterior wall protection requirements; zoning setbacks; and platting considerations (e.g., easements, etc.);
B. fire protection system requirements, including fire alarm system installation and monitoring;
C. structural foundation design and construction, including tie downs and other means of attachment;
D. means of egress components, including stairs, steps, ramps and railings design; and
E. electrical and plumbing service and connections.

iv. The DISTRICT shall supply a certified design and/or inspection certificate from a licensed structural engineer for the foundation design and construction as well as any other structural component if and when required by the CITY.
v. The CITY shall issue a Certificate of Occupancy for each Portable Building when all inspection items are approved by the applicable inspectors.
vi. The fees charged by the CITY to the DISTRICTS for building permits, plan review, inspections, and Certificate of Occupancy for Portable Buildings shall not exceed $500.00 per site (as distinguished from per building) per year. There shall be no storm water fee, landscaping fee, or any other fee charged by the CITY to the DISTRICTS in connection with such relocated Portable Buildings.

e. The CITY and DISTRICTS shall work together to identify all existing Portable Buildings that currently do not have record of a Certificate of Occupancy. Once identified, the CITY shall perform Certificate of Occupancy inspections on each of these Portable Buildings in order to determine if a full Certificate of Occupancy can be issued. The fee for these inspections shall be $100 per site. The CITY's inspection of these existing Portable Buildings will be to identify and correct only life-safety-related deficiencies, not to bring these existing structures into compliance with the City's existing building codes. If no life-safety deficiencies are noted, the City shall issue a Certificate of Occupancy for the Portable Building. The DISTRICTS shall correct noted life-safety deficiencies as directed by the CITY prior to issuance of a Certificate of Occupancy. The DISTRICT may appeal the decision of a CITY inspector as to whether a noted deficiency is life-safety-related in writing to the Director of Planning and Development Services. Each DISTRICT shall use good faith efforts to ensure that each

existing Portable Building of such DISTRICT shall have a documented Certificate of Occupancy within four years following the execution of this AGREEMENT, in accordance with a schedule that includes at least 25% completed within the first year, 50% completed within the second year, and 75% completed within three years after the execution of this AGREEMENT.

f. Should a DISTRICT require a Temporary Certificate of Occupancy for one or more Portable Buildings, a Temporary Certificate of Occupancy fee of $100 per site shall be assessed against such Portable Building(s). A Portable Building Temporary Certificate of Occupancy is valid for a maximum of sixty (60) days. At the end of sixty (60) days, if all items are not corrected and all inspections passed to obtain a permanent Certificate of Occupancy, the DISTRICT shall apply for a new Temporary Certificate of Occupancy which will carry a renewal fee of $100 per site for a maximum of sixty (60) additional days. The DISTRICT shall work in good faith to obtain a permanent Certificate of Occupancy by correcting all inspection-noted deficiencies as soon as possible.

g. There shall be no requirement that a DISTRICT must install and maintain skirting around the base of any Portable Building.

h. The City recognizes the Districts as being expert in the behavior and scheduling of student needs relative to restroom breaks and travel distances. The DISTRICTS shall locate each Portable Building within a reasonable distance from accessible restroom facilities for both boys and girls, but in no case shall the maximum distance exceed 750 feet. Every reasonable effort shall be made by a DISTRICT to first locate each Portable Building within 500 feet of restroom facilities before locating a Portable Building beyond that distance.

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 Planning and 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.

5.16 Vested Rights.

a. DISTRICT and the CITY agree that all renovations and additions to existing DISTRICT facilities shall be subject to the CITY's Building Code for Existing Buildings ("Existing Building Code").

b. DISTRICT and the CITY agree that, in connection with the construction of new DISTRICT facilities on land the DISTRICT has acquired from a property owner, the

DISTRICT shall be entitled to any and all rights under Texas Local Government Code Chapter 245 that the property owner had on such project, and such rights shall be deemed transferred with respect to such project from the developer to the DISTRICT.

5.17 Annexation.

a. The PARTIES agree that land, and any associated projects, identified under a CITY Municipal Annexation Plan shall be subject to the rules, regulations and provisions of the Unified Development Code.

b. If the CITY annexes the land on which a DISTRICT is constructing any facilities under one or more permits issued by a County, the DISTRICT may proceed pursuant to such permits and any plans that were approved by the County. The CITY shall conduct its inspections on the basis of such approved plans. The CITY and the DISTRICT'S design and construction team shall meet so that the DISTRICT can advise the CITY regarding: (i) an overview of the project, (ii) the permits already issued by the County, and (iii) the current status of construction. The CITY and the DISTRICT shall negotiate plan reviews, inspections and any applicable fees. The DISTRICT shall provide copies of any and all County-approved construction documents for CITY retention per the CITY's building codes and applicable law.

5.18 New Contractor. If a DISTRICT changes contractors during a construction project for any reason, including the default of the original contractor and the replacement of the same with another contractor hired by the surety, any delay resulting from such change shall not have the effect of changing the rules, regulations, and Unified Development Code provisions which govern such construction, provided that the delay resulting from the removal of an existing contractor and the hiring of a replacement does not exceed eighteen (18) months. If such delay exceeds eighteen (18) months, then requests for permit extensions shall be favorably considered to preserve the applicability of the regulations in effect when the project was commenced, subject to the payment of any applicable permit extension fees.

5.19 Water Quality. Notwithstanding any provision of this AGREEMENT, 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 when the DISTRICT approves the project. In no case shall that date be prior to the date of this AGREEMENT.

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 AGREEMENT, agrees as follows:

a. 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 AGREEMENT, 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:

i. feasibility studies on joint use of libraries and other facilities;
ii. community access to school sites for use of recreational facilities and open space;
iii. inner-city revitalization projects; and
iv. 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 AGREEMENT 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. Amendments to this AGREEMENT shall be proposed in writing to the other PARTY within 120 days of the expiration of the current one year term.

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 AGREEMENT and that the provisions of this AGREEMENT shall prevail but only to the extent that they are not in conflict with federal and state law. If any changes to local rules, regulations, or laws mandate a change in the provisions contained in the AGREEMENT, then the PARTIES shall negotiate, in good faith, and execute, an appropriate amendment of this AGREEMENT within 90 days of the effective date of such change.

VIII. ASSIGNMENTS

8.01 No Party hereto shall transfer, pledge or otherwise assign this AGREEMENT, any interest in and to same, or any claim arising thereunder. This AGREEMENT 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 AGREEMENT 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 AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

X. ENTIRE AGREEMENT

10.01 This AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this AGREEMENT.

XVI. MULTIPLE ORIGNALS

16.01 This AGREEMENT 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 AGREEMENT binds the CITY and each individual DISTRICT upon execution of the AGREEMENT by an authorized representative of the CITY and that DISTRICT.

EXECUTED in duplicate originals on this the 1st day of March, ~~2009.~~ 2010

CITY OF SAN ANTONIO

Sheryl Sculley
City Manager

ATTEST:

Leticia Vacek
City Clerk

APPROVED AS TO FORM

for Michael Bernard
City Attorney

ALAMO COMMUNITY COLLEGE DISTRICT

Dr. Bruce H. Leslie
Chancellor

ATTEST:

Rose Reyes
Title: Project Coordinator

CONTRACT APPROVED
AS TO FORM ONLY
10/16/09
Office of Legal Services

ATTACHMENT

EXHIBIT A ADDRESSES OF PARTIES

EXHIBIT A
ADDRESSES OF PARTIES

Alamo Community College District
Dr. Bruce H. Leslie, Chancellor
201 W. Sheridan, Building A
San Antonio; Texas 78204

Alamo Heights Independent School District
Dr. Kevin Brown, Superintendent
7101 Broadway
San Antonio, Texas 78209

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

Edgewood Independent School District
Dr. Elizabeth P. Garza, Superintendent
5358 W. Commerce Street
San Antonio, Texas 78237

Harlandale Independent School District
Mr. Robert Jaklich, Superintendent
102 Genevieve Drive
San Antonio, Texas 78214

Judson Independent School District
Dr. Willis Mackey, Superintendent
8012 Shin Oak Dr.
Converse, Texas 78233

North East Independent School District
Dr. Richard A. Middleton, Superintendent
8961 Tesoro Drive
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
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141 Lavaca Street
San Antonio, Texas 78210

South San Antonio Independent School District
Mr. Ronald Durbon, Superintendent
2515 Bobcat Lane
San Antonio, Texas 78224

Southside Independent School District
Dr. Juan Antonio Jasso, Superintendent
1460 Martinez-Losoya Road
San Antonio, Texas 78221

Southwest Independent School District
Dr. Velma Villegas, Superintendent
11914 Dragon Lane
San Antonio, Texas 78252