

Resolution authorizing execution of interlocal cooperation agreements with local public education districts to establish real property development procedures, fees, responsibilities, and related matters applicable to the districts.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS, THAT:

Section 1. The City Manager or designee is hereby authorized to execute Interlocal Agreements with local public education districts, including Del Mar Community College District, Calallen Independent School District, Corpus Christi Independent School District, Flour Bluff Independent School District, London Independent School District, Tuloso-Midway Independent School District, and West Oso Independent School District, in substantially the form attached hereto and incorporated herein, as **Exhibit 1**.

PASSED and APPROVED on the _____ day of _____, 2023.

ATTEST:

Paulette Guajardo, Mayor

Rebecca Huerta, City Secretary

EXHIBIT 1

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN
	§	THE CITY OF CORPUS CHRISTI
	§	AND PUBLIC EDUCATION
	§	DISTRICTS WITHIN ITS JURISDICTION
COUNTY OF NUECES	§	

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

Del Mar Community College District
Calallen Independent School District
Corpus Christi Independent School District
Flour Bluff Independent School District
London Independent School District
Tuloso-Midway Independent School District
West Oso 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 ensure quality public education to citizens of Corpus Christi and the Corpus Christi metropolitan area; and

WHEREAS, it is the mission of the CITY to ensure 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 Corpus Christi; and

WHEREAS, the PARTIES recognize and desire to cooperate in the delivery of their respective services to the citizens of Corpus Christi for the purposes of expediting development services processes and maximizing the 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 the 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:

EXHIBIT 1

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 the 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 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 upon the last day of execution by both PARTIES. This AGREEMENT shall automatically renew in successive one-year terms 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 a 60-day written notice to the other PARTY of termination.

III. LIAISONS AND NOTICES

- 3.01 Unless written notification to the contrary is received by CITY, the DISTRICT's Superintendent, President, or his/her designee, shall be its designated representative responsible for the management of this AGREEMENT. See Exhibit "B" for list of designated representatives.
- 3.02 Unless written notification by CITY to the contrary is received by the DISTRICT, the City Manager, or his/her designee, shall be CITY's designated representative responsible for management of this AGREEMENT. See Exhibit "B" " for list of designated representatives.
- 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,

EXHIBIT 1

postage prepaid, to the addresses set forth on Exhibit “A” or emailed to addresses in Exhibit “B” attached hereto and incorporated herein for all purposes. For purposes of project management that includes communications related to status reporting, preliminary plan review and permits shall be conducted between the designated DISTRICT Project Manager and the CITY’s Director of Development Services or their 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 Platting
 - a. The District agrees to and shall assign a representative to attend the applicable Platting (preliminary or Final) and Technical Review Committee meetings. The Platting meetings provide information regarding Platting 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 the 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.

EXHIBIT 1

b. To the extent reasonably possible and in taking into account DISTRICT expansion needs, a school or schools may be constructed at any location designated “residential” on any currently valid Master Preliminary Plat or Preliminary Plat filed after the date of this AGREEMENT without the need for modifying and resubmitting the Master Preliminary Plat or Preliminary Plat to reflect the exact location of the school or schools within the subject Development. This subsection shall not prevent the CITY from requiring that streets near school sites be upgraded by the DISTRICT to Collector Street status in accordance with the City's current regulations and DISTRICT’s Traffic Impact Analysis as mutually interpreted by both the CITY and DISTRICT.

5.03 Early Assistance Meetings and Preliminary Plan Review.

All new construction and major renovations shall require at least two (2) early assistance meetings to include: one (1) prior to design and one (1) during design and at least one preliminary plan review by all CITY Departments of ninety (90) percent (%) construction documents at no charge. 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.

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

a. Permit Plan Submission: A completeness review of applications shall be performed by the Development Services Permitting Team within two (2) business days to ensure a complete submittal.

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 with 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 5.04(a) are met, the CITY shall comply with the following initial plan review timeframes on average:

- i. Plan review for new construction or phased remodel projects shall be completed in ten (10) business days.

EXHIBIT 1

- ii. Plan review for minor remodel projects and canopies shall be completed in seven (7) business days; and
 - iii. Plan review for portable buildings shall be completed in three (3) business days.
 - d. The fee for any service shall be equivalent to seventy-five (75) percent (%) of the fee adopted by the CITY for a similar review or inspection of a similar project within the jurisdiction of the CITY for job valuations five million dollars (\$5,000,000) or less.
 - e. The fee for any service shall be equivalent to fifty (50) percent (%) of the fee adopted by the CITY for a similar review or inspection of a similar project within the jurisdiction of the CITY for job valuations of more than five million dollars (\$5,000,000).
 - f. The DISTRICT's valuation shall be the same as submitted to the State of Texas Department of Licensing and Regulation's Elimination of Architectural Barriers System (TABS).
 - g. The DISTRICT shall have the option to request a review of building permits under the building codes adopted at the time a bond construction program is approved or to abide by the adopted codes at the time of permitting. The building codes selected will govern all applicable disciplines and shall not exceed one previously adopted code cycle from the time of permitting. Land acquisitions and plat applications shall not be considered in determining the applicable code cycle for building permits.
- 5.05 When Building Permits are issued, the DISTRICT acknowledges, represents, and agrees to comply with all applicable codes and the performance requirements associated with the Building Permit and may commence construction and proceed.
- a. Upon request and if otherwise allowed by law, a Conditional Building Permit may 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 Conditional Building 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 Conditional Building Permit but must cease if the terms of the Conditional Building Permit have not been complied with during the period of the permit.
 - b. Any work conducted without the required permit(s) is subject to additional fees and penalties pursuant to the CITY's adopted building code, municipal code, unified development code, and fee schedule.
 - c. Upon the CITY's acceptance of plans for review, the CITY will review the plans and issue a building permit or a Conditional Building Permit. The time periods set out in 5.04 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 DISTRICT will have access to a project's review period by accessing the CITY's database via the Internet or by coordinating with the CITY representative. The CITY will not issue a Conditional Building Permit if one

EXHIBIT 1

or more deficiencies exist in the following categories:

- Deficient means of egress, including temporary existing facilities,
- Deficient Type of Construction (based on allowable height and area),
- Deficient fire flow
- Deficient fire department access (fire lanes)
- Deficient or missing occupancy separations, or
 - Construction over easements
 - Traffic Impact Analysis
 - Traffic management plan
 - Adverse impacts present.

5.06 School District Annual Accounting and Advisory Committee.

- a. The City Manager's Office shall perform an annual review of the AGREEMENT. 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 Interlocal Agreement. 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 Development Services Department and each of the DISTRICTS (at the respective addresses set out on Exhibit A hereto).
- b. Representatives of the DISTRICT and the Director of the Development Services Department (or the designee) 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. Meetings may be canceled if all parties agree.

5.07. Storm Water Management and Off-Site Improvements.

The intent of this section is to provide clarity and flexibility for school participation in the Storm Water Management Program while maintaining the spirit of the City Code and accounting for school-related constraints and circumstances. For purposes of this AGREEMENT, storm water management matters shall be handled as follows:

- a. Storm water and floodplain related design shall be in accordance with the Infrastructure Design Manual (IDM), and Areas of Special Flood of the City Code, except as discussed in this section.
- b. Submittal requirements are as follows:
 - i. The DISTRICT will not be required to submit any engineering studies, nor construct any drainage improvements for existing, new, or relocated **Portable Buildings**.
 - ii. Projects shall provide site, grading, and drainage plans (as applicable) for handling and discharging storm water into receiving streets, streams, drainage facilities, etc.

EXHIBIT 1

- c. Storm Water Planning and Coordination
 - i. For renovation of existing school facilities, the DISTRICT may, at no cost, meet and confer with the CITY's Public Works Director or designee to discuss the project and whether there are any known or potential off-site drainage problems downstream or within the same watershed of the project.
 - ii. At the request of and at no cost to the DISTRICT, Development Services or Public Works will review storm water management plans, drainage design, and flood studies prior to plat and/or building permit submittals in an effort to facilitate site planning and expedite plat and permit review.
 - iii. CITY will coordinate with DISTRICT to provide planning information related to CITY storm water infrastructure, reported drainage and flooding issues, and potential CITY projects.
- d. Storm Water Mitigation
 - i. If on-site detention is found to be required, it may be constructed onsite, or it may be oversized at one or more school sites to accommodate increased runoff from other school sites in the same sub-watershed. Neither sites' development/redevelopment may result in an adverse impact downstream of the respective site. On-site detention may be incorporated into school playgrounds, parking areas, underground, on roofs, Low Impact Development (LID) features, or as otherwise approved.
 - ii. The DISTRICT and CITY may also agree that the DISTRICT design, construct, or provide materials for construction of offsite mitigation within the same watershed instead of providing detention. Either of these options would satisfy the requirements of the City Code Examples of offsite mitigation projects include but are not limited to improvements to street or alley drainage, low water crossings, and drainage channel expansions.
 - iii. If there are no suitable options for detention or other mitigation within the same watershed of a project, the CITY and DISTRICT may agree on mitigation at a site in a different watershed.
 - iv. Offsite mitigation or detention as described above may be formalized by the CITY and DISTRICT entering into a Development Agreement or other equivalent agreement. The CITY will facilitate the Development Agreement process to avoid unnecessary negative impacts to school projects, construction schedules, and operation of educational facilities.
- e. Construction activities shall comply with all applicable rules and regulations associated with maintaining compliance with CITY's Texas Pollution Discharge Elimination System (TPDES) and Municipal Separate Storm Sewer Systems (MS4) permits.
- f. Any questions regarding these drainage provisions shall be directed to the Public Works Assistant Director of Storm Water, Floodplain Administrator, or designee. Appeals of any decision shall be made to the CITY's Director of Public Works or their designee.

5.08 Landscaping; Tree Preservation; Parking.

EXHIBIT 1

- a. DISTRICTS shall have the option to comply with the City's Landscaping Ordinance at the time of Bond Approval or initial project notification from DISTRICT representatives.
- 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 by 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. Landscaped areas shall be irrigated in accordance with the Unified Development Code and Municipal Code requirements. Temporary irrigation will be allowed during construction as an alternate means of compliance, until full compliance with CITY code can be made.
- f. If an irrigation system is not required as above, a hose bib must be installed within one hundred and fifty (150) feet of the newly installed plant material. A two (2) year watering schedule shall be submitted for gator bags or other alternative proposed irrigation system for new plantings. The CITY may conduct a follow up inspection within three (3) years to verify installed plant material is still in place.
- g. For a limited area of development, only the identified limits of construction shall be reviewed for landscaping requirements on a platted lot.
- h. 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.

5.09 Sidewalk, Bike Facility Requirements, and Street Cuts.

- a. Sidewalks and bike facility requirements at existing schools or other DISTRICT facilities need not be brought to current UDC and IDM 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 thereof. 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

EXHIBIT 1

an element of this submission, as circumstances warrant.

b. New sidewalks and/or bike facilities shall be provided by the DISTRICT in connection with the construction of new facilities on an existing lot or campus in accordance with the CITY's UDC and IDM.

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 City of Corpus Christi Public Works policies, the Right-of-Way Ordinance, Infrastructure Design Manual (IDM), 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. The asphalt restoration limits will be coordinated with Public Works before work begins and all repairs will be inspected prior to project close out by a member of Right of Way Management to ensure compliance with the IDM.
 - ii. The DISTRICT performing the work shall warrant the street cut per CITY Ordinance after the date of completion from defects related to installation and/or design. In the event of confirmed defects within City Ordinance prescribed 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.
- e. Districts shall present a list of proposed projects annually or with the passing of a bond package.
- i. CITY and DISTRICTS shall look at project location and proposed construction dates to coordinate proposed projects to:
 1. Prevent construction conflicts.
 2. Prevent improvements from being damaged with construction.

5.10 Traffic Control

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 collector street, parkway, arterial street, or highway, the DISTRICT will be required to fund and install, at its expense, any traffic signals or school zone/pedestrian crossing warning flashers and traffic control devices that are determined necessary by virtue of the increased vehicular and pedestrian traffic anticipated to be generated by or from such school. All work shall be in compliance with the City's current regulations, the

EXHIBIT 1

Traffic Impact Analysis, the latest editions of the City of Corpus Christi Infrastructure Design Manual, Standard Specifications for Construction, Standard Details for Construction, and the Texas Manual on Uniform Traffic Control Devices. Fully operational systems shall be required prior to acceptance by the CITY.

- ii. For additions or renovations to existing schools, the DISTRICTS will be required to fund and install, at its expense, any traffic signals or school zone/pedestrian crossing warning flashers and traffic control devices as a result of altered or added school zones, reductions or additions of driveways (that impact traffic flow), changes to pedestrian traffic patterns, renovations that exceed 35% of the general cost of the building, or addition of occupancy to the existing school. The District will be responsible for providing exhibits, calculations or studies including: Traffic Impact Analysis, traffic plans, pick-up and drop-off procedures that show no change in traffic patterns or circulation. For areas where new traffic devices are required, the DISTRICT may request reimbursement from the CITY for up to 50% of the direct expenses to be incurred by the DISTRICT to install the signals and/or flashers which are determined necessary by the CITY. To be considered, the DISTRICT must provide the CITY with the following:
 - A. a minimum of six (6) months advance notice;
 - i. City Council approves the Fiscal Year Budget in September of each year, depending on when notice is provided, funding may not be allocated by City Council until the following Fiscal Year;
 - B. design plans signed and sealed by an engineer that are in full compliance with the latest editions of the City of Corpus Christi Infrastructure Design Manual, Standard Specifications for Construction, Standard Details for Construction, and the Texas Manual on Uniform Traffic Control Devices; and
 - C. An estimate of probable cost establishing a not-to-exceed amount subject to City Council Approval.

Approved reimbursement requests will be processed after final inspection by the designated CITY representative. The DISTRICT shall submit to the CITY detailed itemized billings of all expenses specifically associated with the construction of the subject traffic control device. The DISTRICT will be reimbursed 50% of the actual expenses submitted by the DISTRICT and agreed upon by the CITY.

5.11 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 Development Services Director or staff 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.

EXHIBIT 1

- 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 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 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").

5.12 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 three (3) 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 Corpus Christi 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

EXHIBIT 1

5.04(c)iii.

- iii. For Portable Buildings with an occupant load exceeding 50 occupants, stairs and ramps serving the buildings shall be a minimum of 44 inches wide.
 - iv. Portable Buildings must be a minimum of 30 feet from the main structure and include interconnected single station smoke alarms for all portables in the vicinity and a wired 2-way communication system at Elementary Schools if any of the following occur:
 - A. the Portable Building occupant load exceeds 50 occupants but is less than 60 occupants.
 - B. the Portable Buildings are located less than 20 feet from adjacent portable buildings.
 - C. Portable Buildings in clusters of 2 or more and located less than 20 feet from adjacent portables will provide a second exit from the landing in the opposite direction of the main exit from the landing. The second provided exit is allowed to discharge onto unimproved surfaces and is to be used for emergency egress only.
 - 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 excluding Elementary School portables with an occupant load less than 50;
 - 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 and condensate disposal.
 - 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.
- 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 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

EXHIBIT 1

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 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 portable 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 portable 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.

5.13 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.

5.14 Required Security 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 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 the 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

EXHIBIT 1

legal and equitable remedies available to it.

5.15 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.

5.16 Annexation.

a. The PARTIES agree that land, and any associated projects, identified in the CITY'S Extra Territorial Jurisdiction (ETJ) 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.

c. DISTRICT agrees to petition for annexation when DISTRICT's property is contiguous to the City limits.

5.17 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.

5.18 Water Quality. Notwithstanding any provision of this AGREEMENT, DISTRICT

EXHIBIT 1

acknowledges, represents, and agrees to comply with all the provisions and performance requirements of Chapter 44, Water Quality Control and Pollution Prevention, and other sections 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.

- 5.19 Tempered Water and Public Facilities. DISTRICTS shall be exempt, if they choose, from the application of Section 419.5 of the International Plumbing Code as adopted by the City of Corpus Christi, which specifically states “*Tempered Water for Public Hand Washing Facilities*. Tempered water shall be delivered from lavatories and group wash fixtures located in public toilet facilities provided for customers, patrons, and visitors. Tempered water shall be delivered through an approved water-temperature limiting device that conforms to ASSE 1070/ASME A112.1070/CSA B125.70 or CSA B125.3.”

VI. CHANGES AND AMENDMENTS

- 6.01 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.
- 6.02 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.

VII. ASSIGNMENTS

- 7.01 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.

VIII. SEVERABILITY OF PROVISIONS

- 8.01 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.

IX. ENTIRE AGREEMENT

- 9.01 This AGREEMENT constitutes the final and entire AGREEMENT between the parties

EXHIBIT 1

hereto and contains all 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.

X. PARTIES BOUND

- 10.01 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.

XI. GENDER

- 11.01 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.

XII. RELATIONSHIP OF PARTIES

- 12.01 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.

XIII. TEXAS LAW TO APPLY

- 13.01 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 Nueces County, Texas.

XIV. CAPTIONS

- 14.01 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.

XV. MULTIPLE ORIGINALS

- 15.01 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 ____ day of _____, 2023.

CITY OF CORPUS CHRISTI

**INDEPENDENT
SCHOOL DISTRICT**

Peter Zaroni
City Manager

Superintendent/President

ATTEST:

ATTEST:

Rebecca Huerta
City Secretary

Title:

APPROVED AS TO FORM

Miles Risley
City Attorney

ATTACHMENTS

EXHIBIT A ADDRESSES OF PARTIES

EXHIBIT B LIST OF REPRESENTATIVES

EXHIBIT 1

EXHIBIT A ADDRESSES OF PARTIES

Del Mar College
Mark Escamilla, PH. D, President
101 Baldwin Blvd
Corpus Christi, Tx 78404

Calallen Independent School District
Emily Lorenz, Superintendent
4205 Wildcat Dr.
Corpus Christi, TX 78410

Corpus Christi Independent School District
Dr. Roland Hernandez, Superintendent
801 Leopard St.
Corpus Christi, TX 78401

Flour Bluff Independent School District
Velma Soliz-Garcia, Superintendent
2505 Waldron Road
Corpus Christi, TX 78418

London Independent School District
Judi Whitis, Superintendent
1306 FM43
Corpus Christi, TX 78415

Tuloso-Midway Independent School District
Steve VanMatre, Superintendent
9760 La Branch
Corpus Christi, TX 78410

West Oso Independent School District
Kimberly Moore, Superintendent
5350 Bear Lane
Corpus Christi, TX 78405

EXHIBIT 1

EXHIBIT B LIST OF REPRESENTATIVES

CITY OF CORPUS CHRISTI

City Manager
Assistant City Manager over Development Services
Director of Development Services
Assistant Director of Development Services

CORPUS CHRISTI ISD

TBD