

Amendment No. 2 to the Intergovernmental Agreement to Construct, Maintain, and Operate a Natatorium and Gymnasium

Whereas, in March 1993, the Corpus Christi Independent School District (“the District” or “CCISD”) desired to construct a Natatorium and related improvements (“the District Improvements”) and the City of Corpus Christi (“the City”) desired to construct a Gymnasium and related improvements (“the City Improvements”) and the parties entered into an Intergovernmental Agreement for such purposes in 1993 (“the Intergovernmental Agreement”);

Whereas, the Intergovernmental Agreement stated that “the District and City desire to combine resources and jointly construct the Natatorium and Gymnasium and the Joint Use Improvements”;

Whereas, Exhibit A to the Intergovernmental Agreement identified the District Improvements, City Improvements, and the Joint Use Improvements (referred to as the “Joint Use Area”), and Exhibit A is attached to this Amendment No. 2 and made part of this Amendment No. 2;

Whereas, the purpose of this Amendment No. 2 is to revise the provisions in the Intergovernmental Agreement regarding funding of capital improvements of the “District Improvements”;

NOW, THEREFORE, THE DISTRICT AND CCISD agree to amend Section 4 of the Intergovernmental Agreement to read as follows, with changes reflected in redline text:

4. OPERATION AND MAINTENANCE

4.1 District shall operate and maintain the Joint Use Improvements and City shall reimburse District as set out herein.

4.2 City shall be responsible for operation and maintenance costs of City Improvements and District shall be responsible for operation and maintenance of District Improvements, except as otherwise set out herein.

4.3 District will provide property for construction of and access to the Project together with parking, landscaping, and utility infrastructure for the Project.

4.4 City will provide at its sole expense water, wastewater and gas services to the Project. An acceptable level of utility usage shall be determined jointly by City and District after the first complete year of operations. Utility usage shall be reviewed and may be adjusted annually by the City and District. District shall use said utilities conservatively. Excessive use of said utilities may result in an adjustment to the City's provision of utilities to the Project.

4.5 City and District shall enter into an annually approved schedule and budget for the joint use of the Project. The schedule and budget shall be approved on or before each fiscal year after the year in which the Project is completed and accepted.

The annual budget will estimate the cost of ~~e~~Operations, ~~m~~Maintenance and ~~s~~Supplies for

City Improvements, District Improvements and Joint Use Improvements for each upcoming fiscal year and provide for District and City to share in said costs based on Sections 4.10, 4.11 and 4.12 herein. If actual expenses vary in excess of ten (10) percent annually that amount shall be added or subtracted at the end of the fiscal year and true-up payments shall be made to the party entitled thereto on or before September 1 of each year during the term of this Agreement.

If capital improvements or repairs are necessary for Joint Use Improvements or the District Improvements, District (through its Superintendent) will notify City (through its City Manager) in writing of the needed capital improvements and repairs and estimated costs thereof by March 1 in order to be reviewed, and budgeted and paid for by the City on or before November 15 of that same year, which is the beginning of the within the next City budget year (October 1-September 30), and City will have sixty (60) days to review. ~~The District and the City share in the cost of capital improvements or repairs to the District Improvements and Joint Use Improvements as follows: District 65% and City 35%.~~ If the repairs are of an emergency nature, the review, budget and payment period shall be shortened to such time as the City Manager and District Superintendent may agree upon in writing. ~~If the repairs are not an emergency or in the event of needed capital improvements, City the option of deferring same to its next budget year, if sufficient funds are not available in its current budget.~~ Performance of such work shall be scheduled in a manner acceptable to both parties. District Superintendent agrees to consult with City Manager prior to any District bond election or District contract for capital improvements or repairs to the District Improvements or Joint Use Improvements for which City funding will be requested.

4.6 District shall allow City to use District Improvements to conduct public recreation programs and swim meets at all times that District does not have scheduled use of the District Improvements.

4.7 City shall allow District to use City Improvements at all times that City does not have scheduled use of the City Improvements.

4.8 Both City and District will separately pay for all staffing costs associated with their respective use of City Improvements and District Improvements.

4.9 Expenses of Operation, Maintenance and Supplies shall be defined to include the following:

a) Operation: Reasonable expenses incurred daily, weekly or monthly, including but not limited to items such as cleaning, disinfecting, electricity and similar items which are regularly incurred, plus the salaries for custodians and other employees to perform the work.

b) Maintenance: Reasonable expenses incurred for routine repairs to structures and equipment including but not limited to heating, cooling, ventilation and filtering plants, plumbing fixtures, electrical fixtures, and include reconditioning and repainting floors and walls.

Expenses incurred for non-routine repairs and/or replacement and capital improvements shall be presented to City and District for review and recommendation pursuant to 4.4 4.5 above.

c) Supplies: Reasonable expenses incurred in connection with the use of the facilities such as brooms, mops, toilet supplies, soap, lights, lubricating oil, swimming pool chlorine and similar custodial supplies or items.

d) No Capital Improvements, Debt Service, Insurance or General Administrative Costs are to be included as reasonable expenses within the definitions of Operation, Maintenance and Supplies set out above.

4.10 District and City shall pay a pro-rata share of the costs of Operation, Maintenance and supplies of the District Improvements, computed as follows:

a) District shall pay for all Operation, Maintenance and Supplies expenses for the use period from August 15 through May 31 of any and all years that this Agreement is in effect, during which time the District shall be the "primary user."

b) City shall pay for all Operation, Maintenance and supplies expenses for use period from June 1 to August 14 of any all years that this Agreement is in effect, during which time the City shall be the "primary user."

c) If District's school year is altered from the current school year, the use periods will be adjusted but the ratios set out in a) and b) above will remain constant.

d) Any costs associated with administration aquatic programs offered by District or City will be the sole responsibility of the respective parties.

e) District shall control and will be responsible for, payment of all operations for Natatorium and Joint Use Improvements mechanical systems, including but not limited to, pumping, filtration and chemical systems, HVAC, utility infrastructure, etc.

f) If for any reason, District Improvements are not sufficiently operable for City use, pro-rated adjustments to City use and provision of utilities will be made.

4.11 District and City shall pay for the costs of ~~o~~Operation, ~~m~~Maintenance and ~~s~~Supplies of the Joint Use Improvements, as follows:

- a) District 65%
- b) City 35%

4.12 District shall submit its annual itemized budget and prior year's operational expenses for District Improvements and Joint Use Improvements, pursuant to Sections 4.10 and 4.11, to City within sixty (60) ~~days~~ days of District's budget being approved each year, in order to determine City's cost for City's Use Period, which payment shall be made within sixty (60) days of receipt.

4.13 City shall pay for Operation, Maintenance and Supplies of City Improvements.

4.14 Both District and City shall have a duty to maintain City Improvements, District Improvements and Joint Use Improvements during their control in a good and usable condition.

This Amendment No. 2 is expressly subject to and contingent upon formal approval by CCISD and its Board of Trustees, if applicable, and by resolution of the Corpus Christi City Council. The effective date of the Amendment No. 2 is September 1, 2017.

IN WITNESS WHEREOF this Amendment No. 2 has been executed on behalf of the CCISD and the City of Corpus Christi in the manner provided by law.

THE CITY OF CORPUS CHRISTI

By: _ Margie C. Rose
City Manager

Date: _____

ATTEST:

By: _____
Rebecca Huerta, City Secretary

APPROVED AS TO FORM:

By: _____
Lisa Aguilar, Assistant City Attorney
For City Attorney

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

By: _____

Roland Hernandez, Ph. D. Superintendent

Date: _____

Approved by:

Brigitte Clark

Chief Administrative and Financial Officer

Date: _____

Approved by:

Arnulfo Gonzalez Director of Purchasing

Date: _____

Approved as to Legal Form:

By: _____

Brian S. Nelson

General Counsel for CCISD

Date: _____

LIMITS OF CITY IMPROVEMENTS
LIMITS OF SCHOOL DISTRICT IMPROVEMENTS
JOINT USE AREA

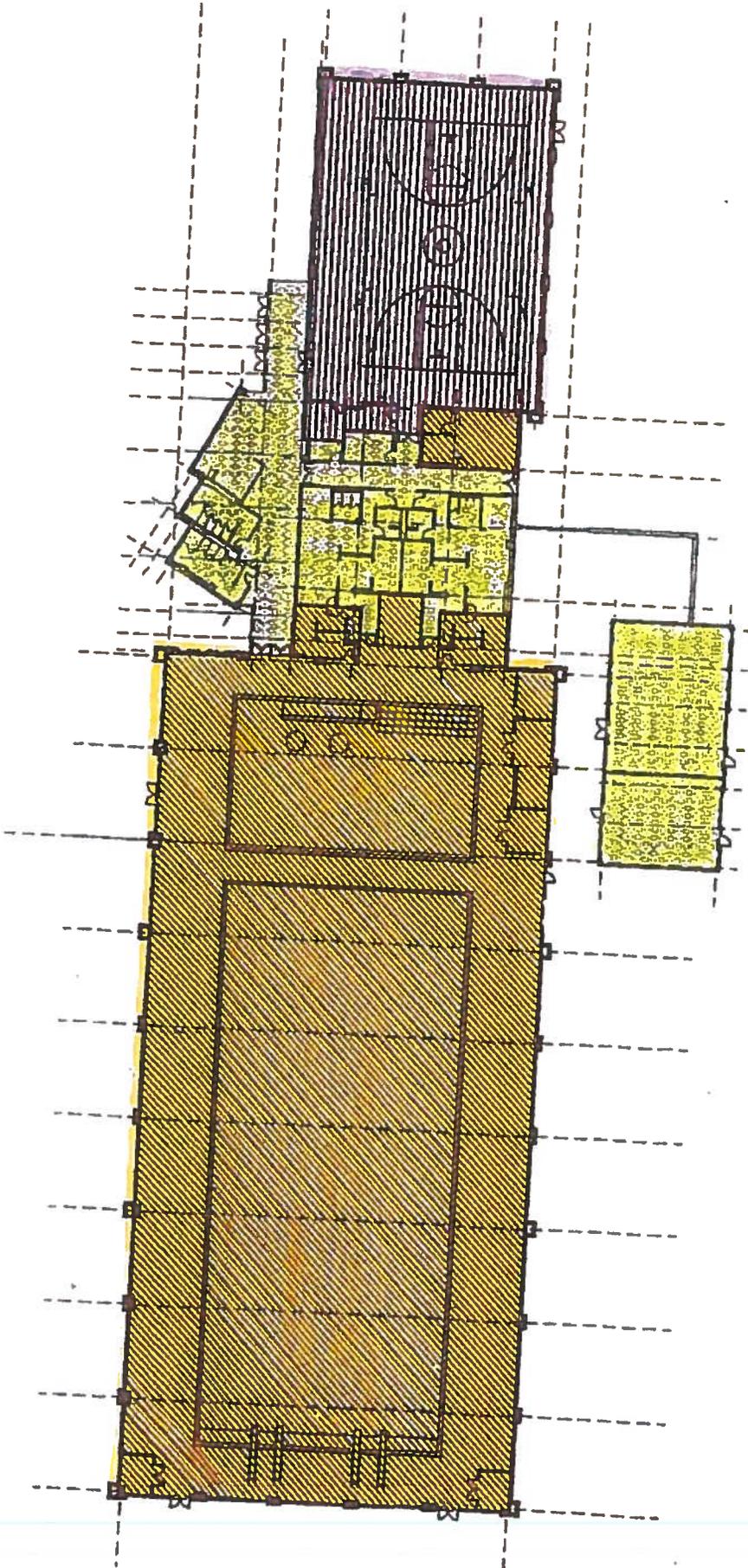


EXHIBIT A