

County of Travis §
State of Texas §

**INTERLOCAL AGREEMENT
MANOR INDEPENDENT SCHOOL DISTRICT AND THE CITY OF MANOR**

This Interlocal Agreement (the “**Agreement**”) is entered into as of this _____ day of _____ 20_____, by and between the City of Manor, a Texas home-rule municipality (the “City”), and the Manor Independent School District, a political subdivision of the State (the “School District”). In this Agreement, the City and the School District are sometimes individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, the City through its ordinances and regulations maintains land use controls, site development regulations, and water quality controls for the protection of the public health, safety, and welfare of the people of the City and for the preservation of water quality as required by the State and Federal governments;

WHEREAS, the School District is a political subdivision of the State of Texas charged with the education of children which has its own funding source and elected governing body separate from the City of Manor;

WHEREAS, independent school districts must meet certain construction standards and occupancy deadlines due to state mandated educational facility requirements and public fiduciary obligations; and

WHEREAS, the City and the School District desire to establish mutually acceptable permitting procedures for the construction of educational facilities which will provide predictability and reduced costs and still protect the public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to the Interlocal Cooperation Act Texas Government Code, Chapter 791, the City and the School District hereby agree that the future construction and expansion of educational facilities within the regulatory jurisdiction of the City shall be in accordance with the permitting procedures set forth in this Agreement.

**ARTICLE I
APPLICABILITY AND ADMINISTRATION OF AGREEMENT**

Section 1.1. Purpose. The purpose of this Agreement is to establish permit application review periods for certain educational facilities constructed by the School District within the City’s corporate limits, limited purpose jurisdiction, or extraterritorial jurisdiction, as appropriate. It is the intent of the governing bodies of the City and the School District to enable the School District to conduct long range funding and construction planning by relying on the terms set forth in this Agreement. In doing so, the goal is to provide cost-effective education as well as citizen and child safety to the taxpayers of the School District and the City. Further, the permit application review periods by the City will serve to minimize, to the greatest extent possible, the associated

operational costs to the City. By entering into this Agreement, the parties seek to establish regular communication and maintain a cooperative working relationship through a consistent review process for City services.

Section 1.2. City Liaison and Environmental Liaison. The City shall designate one upper-level, full-time city employee to act as City Liaison with the School District who will establish and maintain communication with the School District and who will review and, if possible, resolve all issues and disputes relating to this Agreement. The City Liaison shall assist the City in providing timely and consistent review and interpretation of issues relating to this Agreement.

Section 1.3. School District Liaison. The School District shall designate one upper-level, full-time employee to act as School District Liaison with the City who will establish and maintain communication with the City and who will review and, if possible, resolve all issues and disputes relating to this Agreement. The School District Liaison shall assist the School District and its consultants in complying with the terms and intent of this Agreement.

Section 1.4. Notification. The School District shall notify adjacent property owners of the School District's intent to initiate any reviews or approval by, or communications with the City, or any development addressed in this Agreement when required by state law. The School District notification to adjacent property owners shall be at the School District's cost. If the City chooses to notify any person of the School District's activity pursuant to this Agreement, such notification shall be at the City's cost.

Section 1.5. State and Federal Regulations. The School District acknowledges and remains committed to its legal obligation to comply with all applicable state and federal regulations relating to land development and construction.

Section 1.6. Site Development Plan Required.

a. Unless otherwise authorized by this Agreement, no development shall be commenced, erected, or placed by the School District on property until a site development plan has been approved in accordance with this Agreement. A site development plan shall not be required for: (1) the placement, construction, maintenance, or repair of temporary classrooms; (2) the installation of sidewalks providing access to temporary classrooms; (3) the placement, construction, maintenance or repair of utilities that serve a temporary classroom; or (4) educational facility repair and remodeling which does not require land disturbance or create additional impervious cover. A site development plan shall not be required for any development that will disturb 5,000 square feet or less of land. A site development plan shall only include those notes which reflect the requirements of this Agreement and applicable city ordinances and rules in effect at the time of submittal unless mutually agreed otherwise, development for which a site development plan is not required must otherwise comply with the provisions of this Agreement.

b. Development may be phased to establish construction timing for the proposed development if each proposed phase is a genuine and separate part of the entire development. A phased site development plan shall provide all the information required by Section 3.1 for the first

phase and sufficient engineering, drainage, and water quality information to demonstrate the feasibility of the future phases to comply with the requirements of this Agreement. If the phased site development plan provides all the information required by this Agreement for each phase shown on an approved phased site development plan, then the School District may initiate construction of each phase shown on the approved site development plan so long as the approved site development plan has not expired. If subsequent phases of a phased site development plan do not contain all the information required by Section 3.1, then the requirements of this Agreement shall be met for each phase prior to construction of the phase. If a traffic impact analysis is required by this Agreement for any phase of a site development plan, the phasing plan shall adequately address the traffic related concerns associated with each phase and the entire site development plan.

Section 1.7. Completion of Project. After the expiration of this Agreement, the School District may develop land, obtain a building permit (if required), and construct an educational facility in conformance with an approved and unexpired site development plan, this Agreement and any unexpired permits issued under this Agreement. If at the time of the expiration of this Agreement, an unexpired building permit has been issued under this Agreement, the construction authorized by that building permit may proceed for as long as the building permit remains valid, and all certificates of occupancy shall be issued pursuant to the terms of this Agreement. After the expiration of this Agreement, the detailed engineering and drainage plans required for each phase of a phased site development plan may be submitted by the School District and shall be reviewed and approved in accordance with the approved phased site development plan and this Agreement. A site development plan application shall expire one year after submittal if not approved earlier.

Section 1.8. Existing Facilities and Sites. This Agreement shall apply to the remodeling, and expansion of any educational facility owned by the School District. Any site plan approved by the City prior to the effective date of this Agreement, may be resubmitted and modified or phased in accordance with the terms of this Agreement.

Section 1.9. Applicability. Nothing in this Agreement shall be construed to limit or prevent the School District from purchasing, leasing, or acquiring any building or structure that does not comply with the terms of this Agreement. Conversion or use of a building or structure as an educational facility must comply with this Agreement and applicable City ordinances and rules. The terms, of this Agreement shall apply only in the event of a development permit application to the City.

ARTICLE II DEFINITIONS

Section 2.1. Definitions. Each term shall have the meaning assigned to it in the City ordinances and rules. In addition, each of the following terms shall have the meaning assigned to it in this Article II:

Certified Inspector. A person who has at least six years of inspection and/or construction experience and is currently certified in the inspection discipline by at least one nationally recognized inspector certifying entity, including, without limitation, the International Conference

of Building Officials ("ICBO") for facilities and the State of Texas for plumbing. The City Building Official may require reasonable documentation to establish and verify the inspection/construction experience of an inspector.

Educational Facility. Any building, structure, or site used for educational purposes including, preschool, primary and secondary schools, activity facilities, temporary classrooms, playing fields, and accessory uses, owned, constructed or operated by the School District.

Effective Date. The date this Agreement has been executed by both parties.

Public Improvements. Facilities or structures, including, without limitation, electric transmission facilities, water and wastewater lines and facilities, streets and other transportation improvements, and drainage facilities to be accepted for operation and maintenance by the City or any other public entity other than the School District, that are necessary for the operation or occupancy of an educational facility.

School District Purposes. The use and development of property by the School District for the furtherance of any constitutional or statutory purpose of a School District, including, the construction of buildings and facilities for uses essential to or commonly associated with teaching, research, the preservation of knowledge, and all auxiliary enterprises, buildings, facilities and uses, but for purposes of this Agreement only, not administration, transportation, or operations and vehicle maintenance related facilities.

ARTICLE III SITE DEVELOPMENT PLAN REVIEW

Section 3.1. Site Development Plans. The School District shall submit site development plans to the City in accordance with the submission requirements of the City's ordinances and site development plan regulations.

Section 3.2. Site Development Plan Submittal.

a. The submittal of a site development plan by the School District to the City for review shall constitute a representation that to the best knowledge of the School District, the site development plan complies with the City's Code and this Agreement.

b. The City Liaison may waive any initial submittal requirement for a project which, in the City Liaison's opinion, does not appear essential in a particular application for the School District to demonstrate compliance with this Agreement.

Section 3.3. City Review and Comment Criteria.

a. Upon receipt of a site development plan from the School District the City Liaison shall notify the School District Liaison by electronic mail or facsimile transmission within three (3) working days of site development plan submittal if the submitted site development plan and reports do not meet the minimum submittal requirements of this Agreement and applicable City

ordinances and rules. If the site development plan is insufficient for review, then the City Liaison shall provide a written explanation of the application's deficiencies. After the submittal of a sufficient and complete application, the City shall have thirty (30) days to review a site development plan, each subsequent phase of an approved phased site development plan, and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District Liaison regarding the site development plan's compliance with this Agreement. Should complete comments not be returned within said thirty (30) days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the site development plan will be issued.

b. The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

c. The City shall have fourteen (14) days to review submitted updates to a site development plan.

d. If, after the City has issued comments to the second update to the site development plan and the City has not approved the site development plan, the School District and City Liaisons shall meet to resolve the remaining issues preventing site development plan approval. Unless otherwise agreed upon by the Liaisons, the above-described meeting shall occur within ten (10) days of the City issuing comments to the second site development plan update.

Section 3.4. Final Approval. The site development plan shall be approved if the site development plan complies with this Agreement and all applicable City ordinances and rules.

Section 3.5. Effect of Approved Site Development Plan. A site development plan approved pursuant to this Agreement shall satisfy all City requirements necessary for the School District to begin site construction of all development features shown on the site development plan. If required, a building permit shall be issued by the City to the School District when the building construction plans are approved as complying with the applicable Building Code and the approved site development plan. The School District may begin site construction and utility construction in accordance with the site development plan after: (a) the approval of the site development plan, (b) a preconstruction conference, and (c) installation of required environmental controls. If applicable, water and wastewater tap(s) from the City may be purchased after approval of the site development plan.

ARTICLE IV BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

Section 4.1. Building Code City Jurisdiction. Where applicable, the Building Code (Building Code, Fire Code, Energy Code, Electrical Code, Mechanical Code, Plumbing Code, and Dangerous Building Code) shall regulate the construction, reconstruction, renovation, occupancy, equipment, and maintenance of buildings or structures constructed by the School District.

Section 4.2. Designated Building Officials. The City Building Official shall be the liaison

with the School District Liaison with regard to all Building Code issues. The City Building Official shall assist and coordinate issuance of building permits and certificates of occupancy by the City and the City's inspection of construction, if applicable. Each of the parties hereto shall, at all times, have a designated Building Official and said Building Officials shall maintain open communication between the School District and the City and shall attempt to resolve disputes and issues which are related to the Building Code, building construction plans, building construction inspection, issuance of building permits, or certificate of occupancy issuance.

Section 4.3. Building Permit Application. An application for a building permit shall be delivered to the City Building Official or his or her designee. The application shall be accompanied by the building construction plans. A building permit application may be submitted to the City simultaneously with the submittal of a site development plan.

Section 4.4. Building Construction Plan Review and Building Permit Issuance. After the City Building Official has received the information required by applicable City building permit requirements and adequate evidence of the future availability of water and wastewater service, the City shall have twenty-one (21) days to review the building permit application for a new building and issue to the School District either a building permit or a complete written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. After making the changes necessary to bring the building construction plans into compliance with the Building Code and this Agreement as noted in the written list of changes provided by the City, the School District may resubmit the building construction plans to the City. The City shall have ten (10) days to review the resubmitted building construction plans and issue to the School District either a building permit or a second written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. The 10-day review period by the City shall apply to a second resubmittal of the building construction plans. If after two resubmittals the City cannot approve the plans and issue a permit, then the City and School District liaison shall meet or communicate as quickly as possible to resolve outstanding issues. The City and School District Building Official may mutually agree to extend any of the required 10-day review periods.

Section 4.5. Approved Building Construction Plan Revision. Revisions to approved building construction plans shall comply with the Building Code and this Agreement. The City shall have ten (10) days to review the revision and shall approve the revision no later than ten (10) days after the City Building Official has received the revision if it complies with the Building Code and this Agreement. If it does not comply, the City shall provide a complete written list of changes needed to bring the revision into compliance with the Building Code and this Agreement. After making the changes necessary to bring the revision into compliance, the School District may resubmit the revision to the City. The City shall have seven (7) days to approve the resubmitted revision to the building construction plans or provide a second written list of changes needed to bring the revision into compliance with the Building Code. The seven-day review period by the City shall apply to each additional resubmittal of a revision to building construction plans. If after two resubmittals the City cannot approve the approved building construction plans revision, then the City and School District Liaisons shall meet or communicate as quickly as possible to resolve outstanding issues.

Section 4.6. Building Permit Inspection. After beginning construction pursuant to a building permit, inspections to confirm that the construction complies with the approved building construction plans will be performed by either a certified inspector or a City inspector. The School District shall retain a copy of the approved building construction plans, with approved revisions, at the Site at all times when construction is in progress or inspections are requested. The School District Building Official and the inspectors shall confer as to any dispute arising during construction regarding compliance with building construction plans. While a dispute is pending, work may be stopped in the area of construction directly involved in the dispute. Records of inspections shall be kept on City forms and the certified inspectors shall report the results of all inspections to the City pursuant to Section 4.9. In addition to the audits of the certified inspectors authorized by Section 4.7, the City shall perform each final inspection required pursuant to the Building Code for a structure where the City will issue a certificate of occupancy.

Section 4.7. Audit of Certified Inspectors. During any construction project where certified inspectors are used, the City Building Official may audit any of the inspections performed. The School District and the City agree that the timing of the City Building Official's audit inspection shall not be revealed to the School District or the certified inspectors until the audits are completed. Further details of the City's auditing shall be agreed upon by the City Building Official and the School District Building Official.

Section 4.8. Layout and Foundation Inspections. Layout and foundation inspections and the documentation of such inspections shall be arranged by the School District. The layout inspection shall be performed by a licensed surveyor and verify that the foundation slabs do not encroach upon any easements, building lines, or setback areas. A professional engineer shall perform foundation inspections to verify that all foundation forms are properly erected and braced, beams have been excavated, reinforcements are in place, and all drops, blackouts, or slab elevation changes are in place. The School District shall pay for the cost of the layout and foundation inspections.

Section 4.9. Certification by Certified Inspectors. After the completion of an inspection required by the Building Code and authorized by this Agreement, a certified inspector performing the inspection shall execute and deliver to the School District Building Official a certification which in substance states:

“This structure has been inspected according to the Building Code; and, based on the inspection, has been found to comply with the requirements of the approved building construction plans and the Building Code.”

The certification required by this Section shall be delivered to the School District Building Official, and the School District Building Official shall forward the certification to the City Building Official for notation of an approved inspection the City's records.

Section 4.10. Certified Inspectors, Final Inspections. Within two (2) working days of the School District and the City Building Official's receipt of the written verification that the building has passed all inspections required by the Building Code except final inspection, a City inspector shall perform final inspections required by the Building Code. If the City inspector finds that the

building, structure, or construction has not been completed in compliance with the building construction plans, the City Inspector shall deliver to the contractor and the School District Building Official, no later than the end of the next business day following a final inspection, a written list of changes necessary to achieve compliance. After the City Inspector has certified compliance with the changes required by the City Inspector, the construction shall have passed the final inspection and a certificate of occupancy shall be issued by the City in accordance with City Code requirements.

ARTICLE V SUBDIVISION

Section 5.1. Timing of Platting. The School District agrees to waive the submission requirements of the City's ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the School District with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's ordinances and subdivision regulations.

ARTICLE VI TERM OF AGREEMENT

Section 6.1. Term. All provisions of this Agreement shall be in full force and effect for the term of 25 years from the effective date unless terminated sooner pursuant to this section. At any time after 10 years from the effective date, written notice of cancellation ("notice of cancellation") may be delivered by either party to the other party. This Agreement will terminate sixty (60) days after the date of the delivery of the notice of cancellation. A notice of cancellation must be authorized by vote of the School Board or City Council, as appropriate. In the event that a notice of cancellation is delivered by one party to the other, during the intervening sixty (60) day period before the Agreement terminates, the parties agree to negotiate to resolve the issues which gave rise to the notice of cancellation. Before the date on which this Agreement terminates, the parties may, by vote of both the School Board and City Council, agree to extend the life of, or modify, this Agreement. The fact that negotiations are ongoing shall not affect the validity of the notice of cancellation or the termination date.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1. Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting such matters. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement they have relied solely upon the representations and agreements contained in this

Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

Section 7.2. Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 7.3. Notice. All notices required to be in writing will be deemed to be delivered when (i) deposited in the U.S. Mail as certified mail, return receipt requested; (ii) transferred to a mail, package delivery service for next day delivery; or (iv) hand-delivered to the offices named below at the address set forth below with a signed and dated receipt. ANY NOTICE REQUIRING A RESPONSE IN LESS THAN FIVE (5) DAYS SHALL BE HAND DELIVERED. When mailed, delivered delivery service, the notice shall be addressed to the party at the address set forth below the party's respective names below, or at such other address or as may be specified from time to time by written notice delivered in accordance with this Section.

Any notice delivered to the School District under this Section shall be addressed:

Manor Independent School District
Attn: Superintendent
P.O. Drawer L
Manor, Texas 78653

with a copy to:

Walsh Gallegos Treviño Russo & Kyle, P.C.
Attn: Kelley Kalchthaler
505 E. Huntland Drive, Suite 600
Austin, Texas 78752
Phone: (512) 454-6864

Any notice delivered to the City under this Section shall be addressed:

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653

with a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Section 7.4. Invalid Provisions. If any clause, sentence, provision, paragraph, section, or

article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence provisions, paragraph, section, or article held to be invalid, illegal, or ineffective.

Section 7.5. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City.

Section 7.6. Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument should be a Saturday, Sunday, or legal holiday, compliance with such obligation or delivery shall be acceptable if performed on the next working day following the Saturday, Sunday, or legal holiday. For the purpose of this Section, a "legal holiday" means a state or federal holiday on which financial institutions or post offices in Travis County, Texas, are generally closed; and any holiday on which the business offices of the School District or the City are not open to the public.

Section 7.7. Exhibits. All recitals, schedules, or exhibits referred to in this Agreement are incorporated into this Agreement by reference for all purposes as if set forth at length and shall be deemed to be a part of this Agreement.

Section 7.8. No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties hereto.

Section 7.9. No Waiver. No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to or a waiver of any other default of the same or any other covenant or provision of this Agreement.

Section 7.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 7.11. Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement.

Section 7.12. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, and successor governmental entities.

Section 7.13. Modification Procedure. Any modification, amendment, or alteration of this Agreement shall only be effective and binding if the modification, amendment, or alteration is in writing and signed by the duly authorized representative of each party.

Section 10.14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 7.15. Successor Entities. Any reference to any governmental entity, governmental department, or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsibility or function described by this Agreement.

Section 7.16. Dispute Resolution. Except when a party believes that a risk of irreparable harm exists, the City Manager and the School District Superintendent or their designees shall attempt to resolve disputes prior to the institution of litigation.

[signature pages follow]

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR

Dr. Christopher Harvey, Mayor

Date: _____

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

Veronica Rivera
Assistant City Attorney

MANOR INDEPENDENT SCHOOL DISTRICT

Dr. Andre D. Spencer, Superintendent

Date: _____

ATTEST:

_____, Board Secretary