

Attachment I

MEMORANDUM OF UNDERSTANDING SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND CITY OF SAN ANTONIO

This Memorandum of Understanding (MOU) is between the City of San Antonio (“CITY”) and San Antonio Independent School District (“SAISD”) relating to the Thomas Jefferson High School Area Streets Project. CITY and SAISD are referred to collectively herein as the “Parties”. CITY and SAISD understand and agree that this MOU is an administrative statement of policy by the CITY and SAISD, entered into by the Parties with the intention of acknowledging maintenance and operations of the Project facilities moving forward.

I. BACKGROUND

1.1 On May 6, 2017, City of San Antonio voters approved \$3,600,000 in City Bonds to construct improvements to streets and sidewalks in the Thomas Jefferson High School area (“Project”). The project encompassed improvements to the Wilson Boulevard median, including underground utility conversion at the intersections of Wilson Boulevard/Donaldson Avenue and Wilson Boulevard/Club Drive, sidewalks, lighting, landscaping, Thespian Island fountain restoration, and other improvements.

1.2 While City Bonds can be used for construction of the Project, a separate source of funds and agreement between the Parties is necessary for the long-term maintenance of the streets, sidewalks, fountain, landscaping, and other Project elements located in the Project area. SAISD can spend its maintenance funds on property that it owns.

1.3 SAISD owns fee simple title to real property known as Thespian Island and the improvements thereon, located at Kampmann Blvd. and Donaldson Ave., in the City of San Antonio, Bexar County, Texas, and as shown in **Exhibit A**, attached hereto.

1.4 CITY owns fee simple title, as well as a Right of Way (ROW) interest to Wilson Boulevard and the median, as shown in **Exhibit A**.

1.5 CITY and SAISD desire that the Project’s elements be properly maintained for public purposes.

1.6 Upon completion of the Project, SAISD and CITY agree that the Thespian Island fountain and adjoining property continue to be owned exclusively by SAISD, and that any and all rights of entry granted to the CITY during the Project have terminated.

1.7 In order to facilitate the long-term maintenance of the Wilson Boulevard median, CITY agrees to convey its underlying fee simple ownership interest to SAISD, subject to a reservation of a ROW easement.

1.8 For and in consideration of the mutual benefits herein expressed, SAISD and CITY agree to the following:

II. SAISD COMMITMENTS

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2.1 SAISD will accept transfer of City's interest in the Wilson Boulevard median, subject to the City's ROW easement reservation.

2.2 SAISD shall provide maintenance and repairs to Project elements that are located on SAISD property, including but not limited to: Thespian Island, Thespian Island fountain, Wilson Boulevard median, and the Wilson Boulevard median irrigation system. At a minimum, SAISD shall meet the following maintenance requirements and perform and/or provide/obtain the following in order to maintain the Project elements during the life of the general obligation bonds that funded the Project:

2.2.1 Maintain vegetation (grass, plants, bushes, flowers, trees in compliance with SAISD standards and applicable City laws, regulations, and ordinances)

2.2.2 Maintain the Thespian Island fountain as prescribed in the Maintenance and Operation training provided by CITY.

2.3 SAISD shall assume responsibility as payor for utility meters (water and electric) for all Project elements.

III. CITY COMMITMENTS

3.1 CITY shall convey its underlying fee simple interest in the Wilson Boulevard median, subject to a reservation of a ROW easement, to SAISD. To convey such interest, CITY shall deliver a Deed substantially in the form of **Exhibit B**, attached hereto.

3.2 Contemporaneously with the conveyance of the fee simple interest in the Wilson Boulevard median, CITY shall transfer financial responsibility for utilities meters (water and electric) for all Project elements to SAISD.

3.3 CITY shall make available to SAISD a copy of the Operation and Maintenance Manual for the Thespian Island water fountain, and Wilson Boulevard median irrigation systems.

3.4 Upon completion of CITY commitments set forth in this MOU, CITY shall have no further responsibility for operations and maintenance of the Project elements that are located on SAISD property, including but not limited to: Thespian Island, Thespian Island fountain, Wilson Boulevard median, and the Wilson Boulevard median irrigation system.

3.5 CITY shall provide to SAISD a complete digital set of As-Built Construction Documents of improvements made to the Project.

IV. ADDITIONAL IMPROVEMENTS

4.1 CITY shall not make any additional modifications or improvements to SAISD premises without the advance written approval of SAISD.

V. NOTICES

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5.1 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and shall be (1) mailed, registered or certified mail, postage prepaid, return receipt requested, or (2) delivered in person or by a nationally recognized overnight air or ground courier service to the addresses set forth below:

If to SAISD:	If to CITY:
Director of Operations Services Division 514 W. Quincy St. San Antonio, TX 78212 <u>With a copy to:</u> Superintendent of Schools 514 W. Quincy St. San Antonio, TX 78212	Razi Hosseini Public Works Department City of San Antonio P.O. Box 839966 San Antonio, Texas 78283-3966

VI. AUTHORITY

6.1 The signatories of this MOU for SAISD and CITY hereby represent and warrant that they have full authority to execute this MOU on behalf of SAISD and CITY. Any attempt to transfer or assign this MOU or any interests in this MOU to another party shall be void *ab initio* and shall confer no right upon any third person.

The Parties' commitments under this MOU are subject to available funding, each Parties' governmental powers, applicable laws of the State of Texas, applicable CITY rules and code, as well as SAISD Board Policies.

Effective on this the date: _____.

CITY OF SAN ANTONIO

**SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT**

Razi Hosseini, P.E., R.P.L.S.
Director, Public Works Department

Patti Salzmann
Deputy Superintendent

Date:

Date:

APPROVED AS TO FORM:

Assistant City Attorney

Legal Counsel for SAISD

Attachment I

Exhibit A – Premises Map

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Attachment I

Exhibit B—Form of Deed

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