



PORTCORPUSCHRISTI®

ADOPT-A-SCHOOL FUNDING AGREEMENT

This Adopt-A-School Funding Agreement (“Agreement”) is entered into by and between the SAN PEDRO FINE ARTS ACADEMY (“Adopted School”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), as of the ___ day of October, 2024 (“Effective Date”). Adopted School and PCCA are sometimes individually referred to herein as a “Party” and, collectively, as the “Parties”.

WHEREAS, the PCCA is a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “Water Code”); and

WHEREAS, under Section 60.202 of the Water Code, the PCCA may set aside out of current income from its operations a promotion and development fund (“Development Fund”) of not more than five percent (5%) of its gross income from operations in each calendar year; and

WHEREAS, Adopted School is a public school located within the jurisdictional boundaries of PCCA; and

WHEREAS, the Parties wish to work together to enhance the lives of students across the Coastal Bend through committed volunteer efforts and active participation in school events; and

WHEREAS, PCCA aims to build strong sustaining relationships with local schools and create lasting community partnerships across the Coastal Bend; and

WHEREAS, the purpose of this Agreement is to describe the terms of PCCA’s sponsorship of Adopted School for the 2024-2025 and 2025-2026 school years;

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

- 1. Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
- 2. Sponsorship.** Subject to Section 10 below, PCCA will contribute the total sum of **Twenty Thousand Dollars (\$20,000)** to Adopted School during the term of this Agreement. The payments will be split evenly between the 2024-2025 and 2025-2026 school years according to the following schedule: (1) first payment of \$10,000

to be paid within ten (10) days of the Effective Date; and (2) second payment of \$10,000 to be paid on or before September 1, 2025.

3. **Primary Contacts.** The primary contact for the Adopted School is Jaime Velasco. The primary contact for PCCA is Amy Polasek, Community Relations Manager. These individuals are responsible for ensuring the completion of the activities listed below.

4. **Adopted School Roles and Responsibilities.** Adopted School agrees to:

- a. Provide a list of volunteer opportunities in which PCCA can assist.
- b. Position PCCA branded signage on school grounds during the term of this Agreement.
- c. Allow PCCA to utilize photographs of events on social media platforms, in alignment with school district policy.
- d. Provide a report for each school year detailing the total number of students benefiting from the adopted school program and how funds were allocated.

5. **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and end on May 31, 2026.

6. **General Information.**

School Name: San Pedro Fine Arts Academy
School District: Robstown Independent School District
Number of Students: 250
Point of Contact: Jaime Velasco, Principal
Email: jaime.velasco@robstownisd.net
Title I: Yes / No
Phone: (361) 767-1775 (office); (254) 227-0758 (cell)

7. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Nueces County, Texas, exclusively.

8. **Limitation of Liability.** Adopted School specifically agrees that PCCA shall not be liable to Adopted School for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability), including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages.

Payment by PCCA is strictly limited to those funds so allocated, budgeted, and collected solely during the term of this Agreement.

9. **Source of Funds.** All payments made to Adopted School by PCCA pursuant to this Agreement shall be made with funds from PCCA's Development Fund.
10. **Annual Appropriations.** Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and understand that this Agreement is contingent upon the annual appropriation of funding by PCCA's Port Commission to the Development Fund.
11. **No Joint Enterprise or Liability.** The Parties do not intend, by entering into this Agreement, to create a partnership or joint enterprise with each other, and PCCA shall at no time be responsible or liable for the acts of Adopted School or Adopted School's agents or employees.
12. **Entire Agreement, Conflicts, and Amendments.** This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.
13. **Notices and Approvals.** All notices given pursuant to this Agreement shall be in writing, and if sent by mail shall be sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service, or by electronic transmission as addressed below:

If to PCCA:

Chief Executive Officer
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi, Texas 78403
Ph: (361) 882-5633

If to Adopted School:

Jaime Velasco, Principal
San Pedro Fine Arts Academy
800 W. Ave. D
Robstown, TX 78380
Ph: (361) 767-1775

or to such other address as may be designated in writing from time to time. All notices sent by certified mail are deemed received on the third business day after mailing. All notices sent by overnight delivery are deemed received on the next business day after being sent. All notices sent by electronic transmission are deemed received on the day sent. Any party may change its address by giving notice to all other parties as set out herein.

- 14. Counterparts and Electronic Signatures.** Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the dates written below but effective for all purposes as of the Effective Date.

Port of Corpus Christi Authority:

By: _____
Name: Kent A. Britton
Title: Chief Executive Officer
Date: _____

San Pedro Elementary School:

By: Jaime Velasco
Name: Jaime Velasco
Title: Principal
Date: November 7, 2024