

## INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI AND FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT

This agreement (**Agreement**) is entered into between the City of Corpus Christi, a Texas home rule municipal corporation (**City**), and the Flour Bluff Independent School District (**District**) for purposes of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended, to achieve efficiency in meeting intergovernmental responsibilities.

**WHEREAS**, the City is sponsoring a summer recreational program for elementary school age children using several of Corpus Christi Independent School District's school campuses, a Calallen Independent School District school campus, Flour Bluff Independent School District campus during the term of this Agreement for school age children, (hereinafter, collectively referred to as the **Summer Program**);

**WHEREAS**, the City includes travel to various activity sites around the Corpus Christi area as field trips for its Summer Program participants; and

**WHEREAS**, the District agrees to consider requests to provide to the City a sufficient number of District owned school buses, including school buses accessible as required by the Americans with Disabilities Act ("ADA"), for a fixed fee of \$4.83 per mile to transport the Summer Program participants from their respective campuses to the various activity sites;

**NOW, THEREFORE**, the City and the District, in consideration of the mutual covenants contained herein, agree as follows:

1. **Term.** This Agreement begins June 18, 2012 and ends August 10, 2012.
2. **Services to be provided.** District shall review and consider requests to provide its District school buses (including ADA accessible school buses) and District-employed school bus drivers as needed by the City for transportation for City Summer Program field trip activities. Transportation requests will be considered on a trip by trip basis dependent on the availability of buses and staff.
3. **Consideration.** The City shall pay the District \$4.83 per mile for each mile traveled from the District's bus barn to the activity site and back to the District's bus barn. This payment shall be full compensation to the District for the costs of the school buses, the fuel to run the buses, all maintenance costs for the buses, fleet liability insurance, salary for the bus drivers, and all other related costs and expenses to the District.
4. **Billing.** The District shall bill the City on a monthly basis. City shall pay the bill within two Fridays after receipt of the bill out of current City revenue.
5. **District Bus Maintenance.** The District will maintain its buses at its bus

maintenance facility during the term of this Agreement as a part of the consideration.

**6. District Bus Drivers.** The school bus drivers assigned by the District to provide services under this Agreement shall be District employees for all purposes. The school bus drivers are not City employees for any purpose.

**7. Coordination.** The City's Director of Park and Recreation, or designee, shall place a weekly order with the representative from Flour Bluff ISD, or their designee, for the number of buses needed, the sites at which the buses are needed, the address of the activity to be undertaken from each site, the time at which the buses must arrive at each site to pick up the various program participants, and the time at which the buses must arrive at each activity site to pick up the various program participants to return them to their respective sites. Transportation requests will be placed no later than seven days prior to date of departure.

**8. Governmental Service.** This Agreement is between the City and the District for the purpose of providing transportation between the various Summer Program and youth recreation program sites and activity sites.

**9. Insurance.** District agrees to provide following insurance and name City as additional insured: vehicle liability coverage in limits provided by Texas Tort Claims Act for District of \$100,000 per person, \$300,000 per occurrence, and \$100,000 per occurrence of property damage. District also agrees to provide worker's compensation coverage as required by law. In the alternative if District is self insured, District may provide City Director of Parks and Recreation with a letter confirming self insurance coverage in accordance with applicable law.

**10. Current Revenue.** All money spent for transportation by the City for the Summer Program, Weed and Seed, and youth recreation program participants through this Agreement must be spent out of currently available revenue of the City and the District.

**11. Entirety Clause.** This Agreement expresses the entire agreement between the parties. Any modification, amendment, or addition to this Agreement is not binding upon the parties unless in writing and signed by persons authorized to make such agreements on behalf of the respective party.

**EXECUTED IN DUPLICATE** on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Armando Chapa  
City Secretary

\_\_\_\_\_  
Ronald L. Olson  
City Manager

Approved as to legal form April 2, 2012.

By: Lisa Aguilar  
Lisa Aguilar, Assistant City Attorney  
for City Attorney

**FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT**

By: Dale Mecom  
Name: DALE MECOM  
Title: Trans. Director  
Date: 4-5-2012