

**THE STATE OF TEXAS §**

**COUNTY OF NUECES §**

**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 (FBISD) for purposes of the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, to achieve efficiency in meeting intergovernmental responsibilities.

WHEREAS, FBISD is authorized to do so, desires to engage and to pay for the services of three school crossing guards from the City. These school crossing guards are in addition to regular guards and/or services that are provided to the FBISD;

WHEREAS, the City through the assistance, coordination and management of the Corpus Christi Police Department provides school crossing guards for local schools and is presently capable of providing three additional school crossing guards to FBISD.

WHEREAS, FBISD retains the services of three school crossing guards from the City for a fee not to exceed a total of Thirty Thousand (\$30,000.00) for the school year.

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

1. **TERM.** This agreement shall be for a period from the beginning of the regular school year in August, 2012 to the end of the regular school year in May, 2013.

2. **SERVICES.** The City of Corpus Christi shall provide three school crossing guards for the regular FBISD school year to assist pedestrians in the crossing of public roadways while going to and coming from school in the Flour Bluff area.

3. **COMPENSATION.** The City will be responsible for invoicing FBISD for the services rendered on a quarterly basis, beginning on December 1, 2012 and continuing on March 1, 2013 and June 1, 2013. The invoices will be for actual hours worked and shall not exceed a total of Thirty Thousand (\$30,000.00) for the school year. Said rate may change if the position receives a cost of living increase during the contractual period, and FBISD agrees to said increase, if any. FBISD will be responsible for reimbursing the City for said invoice within 30 days of receipt of said invoice. Said services are to be paid from current revenues available to FBISD.


4. **RENEWAL AND TERMINATION.** This agreement shall be made renewable at the beginning of each school year unless written notice not to renew is given to the other party by July 15th of each year. This agreement may be terminated by either party at any time, without cause, upon no less than thirty (30) days written notice to the other party.

5. ASSIGNMENT. Neither this agreement nor any duties or obligations hereunder shall be assignable by the City without the prior written consent of the FBISD.

6. EQUAL OPPORTUNITY. Services shall be provided by the City in compliance with the Civil Rights Act of 1964. The City will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition, and will ensure that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

7. GOVERNING LAW. The validity of this agreement and of any of its terms or provisions as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas and venue lies exclusively in Nueces County, Texas.

FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
Dr. Julie Carbajal  
Superintendent

Date: 7/31/12

ATTEST

CITY OF CORPUS CHRISTI

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

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

Date: \_\_\_\_\_

Approved as to legal form: \_\_\_\_\_, 2012

\_\_\_\_\_  
Buck Brice  
Assistant City Attorney  
For City Attorney