

THE STATE OF TEXAS §

COUNTY OF NUECES §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF CORPUS CHRISTI
FOR CIMARRON BOULEVARD AND LIPES BOULEVARD TRAFFIC SIGNAL
IMPROVEMENTS**

This Interlocal Cooperation Agreement is made between Corpus Christi Independent School District ("CCISD") and the City of Corpus Christi, Texas, ("City"), a municipal corporation and home-rule city, acting by and through its governing body, the City Council.

WHEREAS, CCISD is building a new Veterans Memorial High School on Cimarron Boulevard and requires traffic signal improvements at the intersection of Cimarron Boulevard and Lipes Boulevard;

NOW, THEREFORE, BE IT AGREED BY CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT AND THE CITY OF CORPUS CHRISTI, TEXAS:

1. Cimarron & Lipes Traffic Signal Improvements Project. The City agrees to construct traffic signal improvements at the intersection of Cimarron Boulevard and Lipes Boulevard to benefit the CCISD Veterans Memorial High School. The traffic signal improvements include a traffic signal at the intersection and school zone flashers on Cimarron Boulevard and Lipes Boulevard ("Project").

2. Cost Sharing. The City and CCISD will cooperate in the funding for the traffic signal improvements. The parties acknowledge that the amounts stated in this agreement are an estimate only, and that the final cost shall be determined upon completion of the Project.

- a. CCISD agrees to hire and pay for the cost of the design consultant. CCISD will also provide certain materials to be used in the construction of the traffic improvements, including the traffic signal mast arms, traffic signal poles and miscellaneous fittings. The estimated construction cost for the Project is **\$250,000.00**.
- b. The City agrees to pay for the traffic signal easements necessary for the Project, bid the Project, oversee construction and perform inspection services.

2. Reimbursement of Construction Costs. City shall invoice CCISD monthly for costs incurred on the Project. CCISD will pay City within 30 days from the date of receipt of City's invoice.

3. Timing of Construction. CCISD agrees to cause the plans, specifications and estimates for the Project to be completed in sufficient time to allow the City to bid the Project and complete construction before August 24, 2015. City agrees, subject to CCISD's completion of the plans, specifications and estimates to bid the Project so that construction may be completed by such date. The parties agree that the construction of the traffic signal improvements should be completed before August 24, 2015, in time for the opening of the Veterans Memorial High School.

4. Term of Agreement. This Agreement shall be for an initial term of one year.

5. Payments. Any payment made by either the City or the CCISD for any of the services provided pursuant to this Agreement shall be made out of current revenues available to such parties as required by the Interlocal Cooperation Act. All funding obligations of CCISD and the City under this Agreement are subject to the appropriation of funds by each entity in its annual budget.

6. Notices. Notices under this Agreement shall be addressed to the parties as indicated below, or changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. Mail, post pre-paid, certified mail, return receipt requested.

CCISD: Superintendent
Corpus Christi ISD
801 Leopard Street
Corpus Christi, Texas 78403

CITY: City Traffic Engineer
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

7. Performance. This Agreement shall be performed in Nueces County, Texas, and shall be interpreted according to the laws of the State of Texas.

8. Severability Clause. If any portion of this Agreement or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue to be enforceable in accordance with its terms.

9. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the other parties.

10. Entire Agreement. This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties.

11. Interlocal Cooperation Act. This Agreement is subject to the terms and provisions of the Texas Interlocal Cooperation Act, codified as Chapter 791 of the Texas Local Government Code. Further, each party represents that this agreement has been duly passed and approved by its governing body, as required by the Act.

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

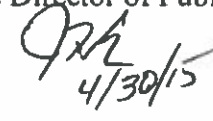
CITY OF CORPUS CHRISTI



Board President (Date)

Valerie Gray, P.E. (Date)
Executive Director of Public Works

ATTEST:

ATTEST: 
4/30/15

 04/27/2015

Board Secretary (Date)

Rebecca Huerta, City Secretary (Date)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 4-15-15

Attorney for Corpus Christi ISD (Date)

Assistant City Attorney (Date)