

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN MCALLEN INDEPENDENT SCHOOL DISTRICT AND HIDALGO COUNTY ACTING BY AND THROUGH ITS JUVENILE PROBATION DEPARTMENT

THIS Agreement, is entered into this 12th day of September, 2016, by and between The McAllen Independent School District hereinafter referred to as “District,” and Hidalgo County acting by and through its Juvenile Probation Department, Texas hereinafter referred to as “County,” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, THE County administers the Hidalgo County Juvenile Justice Alternative Education Program (“JJAEP”) for the geographic area in which District is located and District desires to provide goods and services for JJAEP; and

WHEREAS, District is of the opinion that participation in the provisions of goods and Services to JJAEP will be highly beneficial to the taxpayers of District through the efficiencies and potential savings to be realized; and

NOW, THEREFORE, District and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **Purpose.** This Interlocal Agreement is entered into by and between District and County for the purpose of preparing meals (breakfast and lunch), under sanitary conditions, using good quality foods to be provided to the students of JJAEP, located at 3017 S. 10th McAllen, Texas 78503.

2. **National School Lunch Requirements.** The food prepared will meet the requirements for the National School Lunch Program (hereinafter referred to a “NSLP”). The meals will be planned according to USDA guidelines. District reserves the right to determine portion sizes and contents; however, compliance issues with the NSLP will the sole responsibility of County and not District.

3. **Cost.** District shall prepare and package breakfast and lunch to be delivered to County or its designee for the 2016-2017 school year at the cost listed below. If significant changes in costs for the meal service occur, the cost of the meal will be re-evaluated and County will be given a thirty-day notice before costs are adjusted. Any cost adjustments will be initiated solely at the discretion of the District. District shall invoice County for all meals delivered to JJAEP each month at the following unit cost:

Breakfast	\$2.50	Lunch	\$4.00
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4. **Term.**

4.1 The term of the Agreement shall be for one (1) year, beginning September 12th, 2016, and terminating September 11th , 2017.

4.2 This Interlocal Agreement shall be renewed for two (2) additional one (1) year terms, unless either party notifies the other of its intent not renew within sixty (60) days of the expiration date of this Agreement.

4.3 Either party may terminate this Agreement with or without cause by giving thirty (30) days notice in writing of the intent to terminate. Said notice shall be delivered in person or by regular mail.

5. **Meals Per District's School Calendar.** District shall provide County with a school calendar of its days of operation. Meals will be provided to the County on District's school days only. District shall not be required to provide food services on days that it is not in operation. County shall notify District at least (30) days in advance of its beginning and ending dates, workdays, holidays and any other days that would affect meal service.

6. **Methods of Operation.**

6.1 District shall base the menu components and portions for meals on USDA School Lunch Patterns. Meals provided by District to County shall meet this requirement but District is not responsible for compliance of these requirements.

6.2 If a menu item is unacceptable, a written request for a change in menu shall be submitted to District's Director of Food Service at least (30) days in advance. These requests will be honored when possible, and so long as it does not disrupt the meals prepared and delivered to all other schools of District.

6.3 By 9:00 a.m. County designee shall telephone the manager or designated contact person of the school preparing the meals and order the exact number of required for lunches for same day and the required breakfasts for the following day. District shall prepare lunch no later than 11:00 a.m.

6.4 District's Office of the Child Nutrition will provide County with a Daily Receiving Report and a Food Production Record Sheet signed by District's catering manager. Upon receiving the food, County's authorized person shall sign the Daily Receiving Report and a Food Production Record Sheet.

6.5 District's office of the Child Nutrition will bill according to the number of meals ordered, not served. County shall make payments within thirty (30) days after receipt of the statement.

6.6 County or its designee shall be responsible for all paperwork, including but not limited to, point of sale accountability, production record sheets, daily meals counts and money received from NSLP.

7. **Notices.** Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail. Any and all notices required to be given under the terms and conditions of this Agreement shall be delivered to the following addresses:

If to District: McAllen Independent School District
Attention: Dr. Jay Gonzalez
2000 N. 23rd Street
McAllen, Texas 78501
Phone: 618-6000
Facsimile: (956) 631-7206

If to County: Chief Israel "Buddy" Silva
Hidalgo County Juvenile Probation Department
1001 N. Doolittle
Edinburg, Texas 78539
Phone: (956) 381-8600
Facsimile: (956) 383-4280

8. **Conflict with Applicable Law.** Nothing in this agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and County, and not otherwise.

11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or may become convenient to effectuate and carry out the terms of the Agreement.

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

14. **Assignment.** This Agreement shall not be assignable.

15. **Heading.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

17. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

18. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

EXECUTED this the 12th day of September 2016.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, County Clerk

**HIDALGO COUNTY JUVENILE
PROBATION DEPARTMENT**

By: _____
Israel "Buddy" Silva, Jr., Director and
Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: _____
Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Sam Saldivar Jr. President – Board of Trustees

APPROVED AS TO FORM:
ATLAS, HALL, & RODRIGUEZ, LLC

BY: _____
STEPHEN L. CRAIN

ATTEST:

By: _____