STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE EDINBURG INDEPENDENT SCHOOL DISTRICT AND
COUNTY OF HIDALGO, TEXAS – FOOD REGULATION INSPECTION SERVICES

This Agreement is made effective as of this 10th day of November, 2026, by and between the **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as "County," and the **EDINBURG INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, the "Act", as follows:

WITNESSETH:

WHEREAS, the County is authorized under Texas Health and Safety Code Chapter 437 and the Texas Food Establishment Rules to conduct food safety inspections and enforce applicable public health requirements;

WHEREAS, public school food service operations are exempt from County permitting requirements but remain subject to routine food safety inspections;

WHEREAS, the Hidalgo County Commissioners Court has adopted an Annual Food Safety Inspection Fee applicable to public educational institutions, which includes two (2) routine inspections annually for each participating campus together with an authorized fee for re-inspection services;

WHEREAS, the District operates food service programs that prepare, store, handle, and serve food to students, faculty, staff, and other authorized individuals;

WHEREAS, the Parties recognize that routine food safety inspections, technical assistance, employee education, and open communication contribute to safer food service operations and reduce the likelihood of foodborne illness; and

WHEREAS, the Parties desire to establish the terms and conditions under which the Regulatory Authority will provide food safety inspection services for the District's food service operations.

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

1. The County, acting through the Hidalgo County Health & Human Services Department, Environmental Health Division ("HCHHSD"), shall provide routine food safety inspection services for the District's participating food service operations identified in **Exhibit "A"** attached hereto and incorporated herein by reference.

2. The County shall conduct **two (2) routine food safety inspections annually** at each participating campus. Routine inspections shall be conducted by authorized Environmental Health personnel and may be performed with or without prior notice

during normal food service operations.

3. The County shall provide all personnel, inspection forms, equipment, and materials necessary to perform the inspection services described herein at its sole cost and expense, except as otherwise provided in this Agreement.

4. The County shall provide inspection reports following each routine inspection identifying observed conditions, applicable food safety violations, recommended corrective actions, and educational guidance, when appropriate.

5. If the County identifies significant or recurring violations, an imminent health hazard, or other conditions that may affect the District's compliance with applicable state or federal school nutrition program requirements, the County may provide copies of inspection reports or otherwise notify the Texas Department of Agriculture (TDA), Food and Nutrition Division, or any other agency having regulatory oversight, as authorized or required by applicable law.

6. The County may provide technical assistance and consultation to the District regarding food safety practices, employee health, sanitation, equipment, kitchen renovations, emergency food operations, and other matters related to compliance with applicable food safety laws and regulations.

7. The District shall provide County personnel reasonable access to all participating food service operations during normal operating hours and shall cooperate with inspection activities by providing access to food preparation areas, storage areas, equipment, records, and other information reasonably necessary to complete an inspection.

8. The District agrees that the County shall assess and collect the following inspection fees in accordance with the fee schedule adopted by the Hidalgo County Commissioners Court:

    - **Annual Food Safety Inspection Fee** – Two Hundred Dollars ($200.00) per participating campus, which includes two (2) routine food safety inspections annually.
    - **Re-Inspection Fee** – One Hundred Dollars ($100.00) for each re-inspection requested by the District to verify correction of previously identified violations.

    The Parties acknowledge that inspection fees may be amended by future action of the Hidalgo County Commissioners Court. The County shall provide written notice of any approved fee changes prior to implementation.

9. Following completion of a routine inspection, the District may request that the County conduct a re-inspection to verify correction of previously identified violations. Re-inspections requested by the District shall be scheduled based upon staff availability and shall be subject to the applicable re-inspection fee.

10. Nothing contained in this Agreement shall limit the County's authority to conduct inspections or investigations authorized by applicable law, including inspections

necessary to address an imminent health hazard, investigate suspected foodborne illness, respond to complaints, or protect public health. Such inspections shall not be considered re-inspections.

11. The District acknowledges that participation in this Agreement does not create or require the issuance of a County food establishment permit. Public school food service operations remain permit exempt as provided by applicable law but continue to be subject to routine food safety inspections and applicable food safety requirements.

12. The County shall not be responsible for the day-to-day operation, management, maintenance, or supervision of the District's food service operations. The District shall remain solely responsible for maintaining continuous compliance with applicable food safety laws and regulations between inspections.

13. The County shall not be liable for damages arising from the operation of the District's food service facilities, except as provided by applicable Texas law. Nothing contained herein shall be construed as a waiver of governmental immunity or any defense available to the County under the Constitution or laws of the State of Texas.

14. The District shall designate a primary contact to coordinate inspection scheduling, receive inspection reports, and facilitate communications with the County. The County shall likewise designate an Environmental Health representative to serve as the primary point of contact for administration of this Agreement.

15. **Term**. This Interlocal Agreement shall be in full force and effect for a period of one (1) year from the effective date indicated above. The agreement will automatically renew annually under the same rates, terms, and conditions unless sooner terminated as provided herein.

16. **Termination.** Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

17. **Conflict with applicable Law.** Nothing in this Agreement shall be construed 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.

18. **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.

19. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection 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.

20. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Hidalgo County:
Hidalgo County Health & Human Services
Attn: Dairen Sarmiento Rangel, Director
1304 South 25th Avenue
Edinburg, Texas 78542

If to EDINBURG ISD:
EDINBURG ISD
Attn: Gilberto Reguena
Address: 2626 Cesar Chavez
Edinburg, TX 78539

Any other 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.

22. **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 convenient to effectuate and carry out the terms of this Agreement.

23. **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.

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

25. **Headings**. 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 of paragraph hereof.

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

27. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and District policy, including without limitation, race, color, national origin, religion, sex, age, veteran status, or disability or any other category protected under law.

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

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

30. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.237, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

31. **Indemnification. To the extent allowed under the Constitution and laws of the State of Texas, COUNTY agrees to indemnify and hold harmless and defend DISTRICT, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**

    To the extent allowed under the Constitution and laws of the State of Texas, DISTRICT agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

32. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the Agreement. The parties intend this provision to be continuing right to terminate this Agreement at the expiration each budget period of each party hereto.

33. **Severability.** Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken herefrom, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

[SIGNATURE PAGE TO FOLLOW]

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

APPROVED BY COMMISSIONERS' COURT ON November 10, **2026.**

Agenda Item No. 105198 **Executive Office:** _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

Dr. Angela D. Dominguez, Superintendent

COUNTY OF HIDALGO, TEXAS:

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,

Toribio "Terry" Palacios

Michelle Lopez, Assistant District Attorney

C-26-0665-11-10
Food Regulation Inspection Services
HCTX & Edinburg ISD