

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI
AND CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT
FOR THE AFTER SCHOOL SNACK FOOD PROGRAM**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("**City**"), acting through its duly authorized City Manager ("**City Manager**") or the City Manager's designee, and the Corpus Christi Independent School District ("**District**"), acting through its duly authorized Superintendent or the Superintendent's designee, for purposes of the Texas Interlocal Cooperation Act, Government Code, Chapter 791, as amended, to achieve efficiency in meeting intergovernmental responsibilities.

WHEREAS, the City is sponsoring the Child and Adult Care Food Program, a federally-funded and state-administered program to provide after school snacks to school-age children at approved after school program sites; and,

WHEREAS, the District agrees to provide unitized snack-sized meals, inclusive of milk or juice, to City for a fixed fee;

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

Section 1. Term. This Agreement begins October 1, 2013, and continues for up to five school years, through approximately June 10, 2018.

Section 2. Consideration. Initially, the City shall pay the District \$0.75 per snack-sized meal ("**Snack**" or "**Snacks**") provided to City by the District. Thereafter, the City Manager is authorized to approve annual amendment to this agreement to adjust the cost per snack, so long as the annual increase does not exceed 5% from the previous year's cost. The District will maintain its food service operation at its facility, which will be utilized for the preparation and packaging of the Snacks, during the term of this Agreement.

Section 3. Nutrition Assurances. The District shall ensure that each Snack will meet the minimum nutrition value and content requirements currently mandated and as may be hereafter promulgated by the Texas Department of Agriculture for supplemental food components, in accordance with the Child and Adult Care Food Program - Child Care Center Regulations, which are incorporated in this Agreement by reference as if fully set out herein.

Section 4. Record Keeping.

(A) District must maintain full and accurate records which must include the following:

(1) Menu Records, which will include the amount of food prepared and which comply with the requirements described in the Child and Adult Care Food Program - Child Care Center Regulations that are incorporated in this Agreement by reference; and Snack Records, which will include the daily number of Snacks delivered by type and which comply with the

requirements described in the Child and Adult Care Food Program - Child Care Center Regulations that are incorporated in this Agreement by reference.

(B) District must provide monthly reports of Menu Records and Snack Records to the City's Park and Recreation Director of Programs, or designee, within ten (10) business days following the end of the preceding month in which Snacks were provided to City.

(C) District must make all records and accounts pertaining to the Child and Adult Care Food Program available to representatives of the U.S. Department of Agriculture, the U.S. General Accounting Office, or the Texas Department of State Health Services for audit and administrative review at a reasonable time and place.

(D) District must retain the Menu Records and Snack Records for three (3) years plus ninety (90) days following the termination of this Agreement, or so long as an audit of the Menu Records, Snack Records, or both, is in progress.

Section 5. Program Coordination. The City's Park and Recreation Director of Programs, or the Director of Programs' designee, shall place a daily order with the District's Food Service Director, or the Food Service Director's designee, and must specify the number of Snacks needed by type, the sites at which the Snacks are needed, and the time by which the Snacks must arrive at each site.

Section 6. Food Service Employees. The District's food service employees shall be responsible for transporting and delivering the Snacks to each site. The District's food service employees will continue to be District employees for the term of this Agreement and are, therefore, subject to the District's policies and regulations. The City's officers, employees, representatives, and agents shall not exercise any control nor supervision over District's food service employees at any time during the term of this Agreement.

Section 7. Payment. The District shall invoice the City on a monthly basis for all Snacks provided to the City by District. The City must pay the invoice within two Fridays after receipt of same.

Section 8. Current Revenue. All money spent for the Child and Adult Care Food Program must be spent out of currently available revenue of the City and District.

Section 9. Governmental Service. This Agreement is between the City and the District for the purpose of providing snacks at City-sponsored after school program sites and is not for the benefit of any third party or individual.

Section 10. Non-Assignment. Neither this Agreement, nor any interest therein, is assignable or transferable, in whole or in part, directly or indirectly, without the prior consent of the City and the District; however, this Agreement is binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

Section 11. Laws. Both the City and District shall comply with all applicable Federal, State, County, and local laws, ordinances, rules, and regulations pertaining to this Agreement and each party's respective performance thereunder.

Section 12. Modifications. No changes or modifications to this Agreement may be made, or any provision waived, unless made in writing and signed by persons authorized to sign agreements on behalf of each party.

Section 13. Severance Clause. If for any reason any section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement is held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it does not affect any other section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement, for it is the definite intent of this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.

Section 14. Termination. Either party may terminate this agreement by providing sixty (60) days advance written notice of termination.

Any notices under this agreement to the City shall be sent certified mail, return receipt requested, and mailed to:

City of Corpus Christi
Attn: Director of Parks and Recreation
1201 Leopard Street
Corpus Christi, Texas 78403

Any notices under this agreement to the District shall be sent certified mail, return receipt requested, and mailed to:

Corpus Christi Independent School District
Attn: Director of Food Services
4922 Westway
Corpus Christi, Texas 78408

Section 15. Entirety Clause. This Agreement and any documents incorporated by reference constitute the entire agreement between the City and District. All other agreements, promises, and representations, unless contained in this Agreement, are expressly revoked as the parties intend to provide for a complete understanding, within the provisions of this Agreement and its incorporated documents, of the terms, conditions, promises, and covenants relating to each party's agreed performance.

EXECUTED IN DUPLICATE, each of which shall be considered an original, on this the ____ day of _____, 2013.

ATTEST:

CITY OF CORPUS CHRISTI

City Secretary

Ronald L. Olson, City Manager

ATTEST:

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

By: _____

By: See Attached Page _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

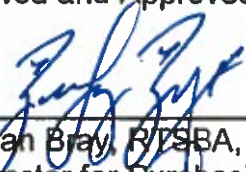
Date: _____

DISTRICT:

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT
P.O. Box 110
Corpus Christi, Texas 78403-0110

By:  Date: 10/9/13
D. Scott Elliff, Ed.D.
Superintendent of Schools

Reviewed and Approved for Purchasing Compliance

By:  Date: 10/7/13
Brian Bray, RTSBA, C.P.M.
Director for Purchasing and Distribution

Approved as to Legal Form

By:  Date: 10-4-13
John J. Janssen
General Counsel for CCISD