

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CORPUS CHRISTI
AND CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT**

This agreement (**Agreement**) is entered into between the City of Corpus Christi, a Texas home-rule municipal corporation (**City**), and the Corpus Christi Independent School District (**District**) for purposes of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended, to achieve efficiency in meeting intergovernmental responsibilities.

WHEREAS, the City is sponsoring summer recreational programs for children from June 17, 2013, to August 9, 2013, at which food will be served (**Summer Food Program**); and

WHEREAS, the District agrees to provide unitized lunch and snack meals, inclusive of milk and juice (hereinafter collectively referred to as **Meals**), to the City for a fixed fee.

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

1. **Term.** This Agreement begins June 17, 2013 and ends August 9, 2013.
2. **Consideration.** The City shall pay the District \$3.10 per lunch meal and \$.76 per snack meal.
3. **Billing.** The District shall bill the City on a monthly basis for all Meals provided to the City. The City shall pay the bill within two Fridays after receipt of the bill out of current City revenue.
4. **Nutritional Assurances.** The District assures that each Meal will meet the minimum nutrition value and content requirements, in accordance with the Texas Department of Agriculture FY 2013 Summer Food Service Program regulations.
5. **Recordkeeping.**
 - A. The District must maintain full and accurate records including, but not limited to, the following:
 1. Menu records (**Menu Records**), including the amount of food prepared; and
 2. Meal records (**Meal Records**), including the daily number of Meals delivered by type.
 - B. The District must provide monthly reports of Menu Records and Meal Records to the City's Director of Programs, or designee, within ten business days following the end of each month during which Meals are provided.

C. The District must retain the Menu Records and Meal Records for 3 years and 90 days, or so long as an audit is in progress. The District must make all records and accounts pertaining to this Summer Food Program available to representatives of the United States Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

6. Food Service Operations. The District will maintain its food service operations at the District's facility during the term of this Agreement as a part of the consideration.

7. Workers. The food service workers will continue to be the District's employees for the term of this Agreement and, therefore, subject to the District's board policies and regulations. Their salaries and benefits, if any, will be paid out of the City's consideration payments set out above.

8. Coordination. The City's Director of Parks and Recreation, or designee, shall place a weekly order with Jody Houston, the District's appointed representative, or designee, for the number of Meals by type needed, the sites at which the Meals are needed, and the time at which the Meals must arrive at each site.

9. Governmental Service. This Agreement is between the City and the District for the purpose of providing Meals for the Summer Food Program sites and activity sites and is not for the benefit of any third party or individual.

10. Current Revenue. All money spent for this Summer Food Program through this Agreement must be spent out of currently available revenue of the City and the District.

11. Entirety Clause. This Agreement expresses the entire agreement between the parties. Any modification, amendment, or addition to this Agreement is not binding upon the parties unless in writing and signed by persons authorized to make these agreements on behalf of the respective party.

EXECUTED IN DUPLICATE on the _____ day of _____, 2013.

CITY OF CORPUS CHRISTI

ATTEST:

CITY OF CORPUS CHRISTI

Armando Chapa
City Secretary

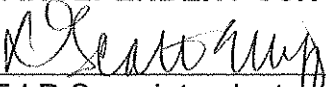
Ronald L. Olson
City Manager


Approved




Lisa Aguilar, Assistant City Attorney
for the City Attorney

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

By: 
Name: Scott Elliff Ed.D Superintendent
Date: _____

Approved as to legal form
By: 
Name: John Janssen, General Counsel for CCISD
Date: 3-21-2013

By: 
Name: Brian Bray, RTSBA, C.P.M. Director for Purchasing
Date: 3/21/13