



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 06/11/2024

Item Title: Memorandum of Understanding X Action
between Cameron County and Information
BISD Food & Nutrition Services Discussion

BACKGROUND:

The agreement with Cameron County aims to enable the Brownsville Independent School District (BISD) Food and Nutrition Services (FNS) Department to offer meals free of charge through the National School Lunch Program Seamless Summer Option (SSO) to children in the surrounding areas of the Bob Clark Social Service and El Centro Cultural-Cameron Park Centers, who are under 18 years old, throughout the summer months. Through the Summer Meal Program, children up to the age of maintain access to nutritious meals during the summer, with no charge at participating locations.

FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend the Approval of Memorandum of Understanding between Cameron County and Brownsville Independent School District (BISD) Food and Nutrition Services (FNS) Department to provide meals free of charge through the National School Lunch Program Seamless Summer Option (SSO) to children in the surrounding areas of the Bob Clark Social Service and El Centro Cultural-Cameron Park Centers, who are under 18 years old, throughout the summer months.

Approved for Submission to Board of Education:

/Jackie Cruz
Submitted by: Principal/Program Director

Alejandro Cespedes
Recommended by: Chief Financial Officer

Miguel Salinas
Reviewed by: Staff Attorney

Alejandro Cespedes
Approved by: Chief Financial Officer

Dr. Jesus H. Chavez
Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

Minerva Almanza

From: Priscilla Lozano <plozano@808West.com>
Sent: Wednesday, May 15, 2024 3:32 PM
To: Roxanne Eckstein; Lea Ohrstrom
Cc: Miguel Salinas; Minerva Almanza
Subject: [EXTERNAL]Re: MOU Between Cameron County and BISD FNS

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Approved as to form.

Sincerely,
Priscilla

— ODC —
O'HANLON, DEMERATH & CASTILLO
Attorneys and Counselors at Law

Priscilla A. Lozano

Partner
808 West Ave
Austin, Texas 78701
Office: 512-494-9949
Facsimile: 512-494-9919
Email: plozano@808west.com
www.808west.com

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Wednesday, May 15, 2024 2:04 PM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malamanza1@bisd.us>
Subject: MOU Between Cameron County and BISD FNS

Ms. Lozano,

Please see the attached for your review and approval for the June board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein

Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521



Go Green! Please do not print unless completely necessary.

CONFIDENTIALITY STATEMENT: This message and all attachments are confidential and may be protected by the attorney-client and other privileges. Any review, use, dissemination, forwarding, printing, copying, disclosure or distribution by persons other than the intended recipients is prohibited and may be unlawful. You must delete this message and any copy of it (in any form) without disclosing it. Unless expressly stated in this e-mail, nothing in this message should be construed as a digital or electronic signature.

This email and any files transmitted with it are the property of the Brownsville Independent School District, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

The Brownsville Independent School District does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

Cameron County Commissioners' Court

Agenda Request Form

No. 2-BB

Date: April 29, 2024 Meeting Date Request: May 7, 2024
 Deadline for Action: May 7, 2024 Contact Person: Joe E. Vega, Parks Director
 Department: Parks and Recreation Phone: (956) 761-3700 Fax: (956) 761-5317
 Department Head Name: Joe E. Vega Signature: [Signature]

Caption: Consideration and authorization to execute a License Agreement (Contact No. 2024C04138) between Cameron County (Parks and Recreation) and Brownsville BISD to provide meals to children under the National School Lunch Program at Bob Clark Social Service Center.

Background: (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation).

Please see attached supporting documentation

**PLEASE FILL IN ALL BLANKS WITH REQUIRED INITIALS AND FISCAL DATA INFORMATION
OR PLACE N/A IF IS NOT APPLICABLE:**

County Judge N/A Auditor N/A Budget N/A Legal DLV Human Resources N/A Purchasing N/A
 Danny Villarreal N/A 1295 Form N/A

Fiscal Data: Dept. Name: Parks & Recreation Fund No. N/A Department: Yes No Amt. Expended: \$ N/A
 Funds Available: Yes No General: Yes No Impact on future budget: Yes No
 Grant: Yes No

Comments:

Action taken by Commissioners' Court

Approved Tabled Denied Motion made by

Vote

County Judge's Office
 Received by:
 Melissa Flores
 04/30/2024 - 9:16 a.m.

Contract No. 2024C04138

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS**
COUNTY OF CAMERON §

THAT, THIS LICENSE made on this day and entered into by and between the County of Cameron, by and through its County Judge, hereinafter called the "COUNTY", and the Brownsville Independent School District hereinafter called the "LICENSEE" represented by Dr. Jesus H. Chaves, Superintendent.

WITNESSETH:

I.

TERM OF LICENSE

The Licensee shall use the property to provide meals free of charge to children 18 years of age or younger during the summer months beginning June 4, 2024 and ending August 2, 2024. Licensee will provide meals Monday through Thursday, but the scheduled serving time will be determined by the LICENSEE.

II.

PROPERTY INVOLVED IN LICENSE

The subject property in this license is described as follows, to wit: Bob Clark Social Service Center, 9901 California, Brownsville, Texas 78521. More specifically described in Exhibit "A," attached hereto.

III.

USE OF THE PROPERTY

(a) The purpose of this license is to permit the LICENSEE to provide meals free of charge under the National School Lunch Program through Brownsville Independent School District to children in the surrounding areas of the Center, 18 years of age or younger during the summer months.

(b) The LICENSEE shall consult with the County's Parks Director to determine the

boundaries of the area that will be utilized by the LICENSEE.

(c) The LICENSEE shall not alter or interfere with any existing structures, fences or facilities and will conserve the natural habitat of the area. All trash shall be removed from the property. Explosives, pyrotechnic devices of any kind, firearms, and campfires are prohibited in order to avoid the risk of fire damage.

IV.

REVOCABILITY AND ASSIGNABILITY

This LICENSE is revocable by either party upon written notice. The revocation is effective one day after the date it is delivered by registered mail, return receipt requested or if delivered in person. This LICENSE is not assignable.

V.

INDEMNIFICATION

This agreement is made upon the express condition that the COUNTY shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of LICENSEE, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said property or any part thereof during the term of this agreement occasioned by any occupancy or use of said premises or any activity carried on by LICENSEE. LICENSEE, to the extent authorized by the Constitution and laws of the State of Texas, hereby covenants and agrees to indemnify and save harmless the COUNTY from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

VI.

INSURANCE

During the term of this License Agreement, LICENSEE shall procure and keep in force the following insurance: (A) workers' compensation insurance protection all of its employees

and (B) general liability and property damage insurance, with limits, ONE HUNDRED THOUSAND DOLLARS AND NO/100THS (\$100,000.00) for each injury and THREE HUNDRED THOUSAND DOLLARS AND NO/100THS (\$300,000.00) for each occurrence, and as to property damage THREE HUNDRED THOUSAND DOLLARS AND NO/100THS (\$300,000.00). LICENSEE agrees to name CAMERON COUNTY, its officials, officers, agents and employees as additional insured in said policy, and shall give the COUNTY at least thirty (30) days notice of any material change in or cancellation or non-renewal of such policies; furthermore, LICENSEE shall provide the COUNTY, through the County Parks Director, Joe E. Vega, with either copies of these policies, or alternatively, Certificates of Insurance, to confirm such coverage. If the Licensee is a governmental agency and self-insured, then it may submit a letter stating that it is self-insured and the terms of this paragraph will not apply.

Brownsville Independent School District will carry liability and all appropriate insurance on the School Lunch Program staff and their participants. Brownsville Independent School District is solely responsible for the actions of their employees and program activities.

VII.

NOTICES

Any notice or writing required or permitted to be given under the terms of this LICENSE shall be regarded as delivered when a copy of same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal delivery at the address given below or such other address as a party may designate by written notice to the other party.

TO LICENSEE:

**Dr. Jesus H. Chaves, Superintendent
Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78566**

TO COUNTY:

**Eddie Treviño, Jr.
County Judge
Cameron County Courthouse
1100 East Monroe
Brownsville, Texas 78520**

GENERAL PROVISIONS

(a) This document embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding, oral or written, not contained herein shall be recognized or enforced. This LICENSE may be modified only by written addendum hereto signed by all the parties.

(b) For the purpose of this LICENSE, the singular number shall include the plural, and masculine shall include the feminine and vice versa, whenever the context so admits.

(c) The caption and headings in the LICENSE are inserted solely for convenience of references, and are not a part of not intended to govern, limit and/or aid in the construction of any provision hereof.

(d) As this license is granted gratuitously, LICENSEE consents that this document shall be construed in favor of the COUNTY.

(e) This LICENSE is governed by the laws of the State of Texas and construed thereunder and is performable in Cameron County, Texas.

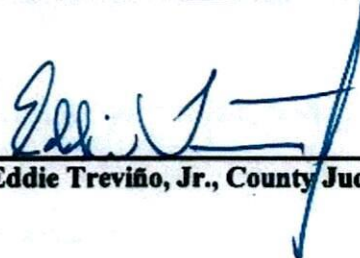
(f) If any section, paragraph, sentence or phase hereof is held to be illegal or unenforceable by a Court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this LICENSE.

(g) COUNTY agrees during the term of this license and any extensions hereunder to allow reasonable ingress and egress to the property.

(h) In the event that either party shall be prevented from completing the performance of their respective obligations hereunder by an act of God or event or incident related to COVID-19, then that party shall be excused from any further performance of their obligations and undertakings hereunder without any penalties being assessed. The Licensee will take all precautionary measures to ensure the safety of all individuals (employees, volunteers, etc.) involved, which include: facial covering, social distancing and

all other requirements as outlined by the current Emergency Management Order of
Cameron County.

SIGNED on this 7th day of May 2024.


Eddie Treviño, Jr., County Judge

Dr. Jesus H. Chaves, Superintendent
Brownsville Independent School District

Attested By:


Sylvia Garza-Perez, County Clerk



Bob Clark Social Service Center

Exhibit A



2024 Brownsville ISD Summer Meals Food Service Application- All Sites

The Summer Meal Application is due by Friday, May 3, 2024.

The BISD Seamless Summer Option (SSO) Program provides meals at no cost to children and teens 18 years old and younger.

The SSO Program **begins June 4, 2024, and ends August 2, 2024**. NOTE: BISD Food & Nutrition Services (FNS) will not provide meal service on **Thursday, July 4th, 2024**.

- * All Participating Sites are open, and participating children must consume meals on-site.
- * Summer Program information will be updated weekly and posted on the BISD FNS Webpage.

Important Notes.

- * One (1) completed application per program per site is required.
- * Breakfast and Lunch schedules should not exceed one (1) hour in duration.
- * The application process takes about five (5) minutes to complete.

Non-District Sites:

- * Sites must be within the BISD boundary lines.
- * FNS will review site meal participation; low meal participation may affect continued service to your site.
- * NOTE: Request(s) for meal service will be evaluated if capacity has been reached. Please submit questions or concerns to Audrey Peña-Rodriguez, FNS Area Supervisor, via email apena4@bisd.us or by phone at 956-548-8450. Thank you!

Site Information

Site Name: *

Bob Clark Social Services Center

Program Name: *

Bob Clark Social Services

Name of Program Contact: *

Richard Betancourt

Physical Address: *

9901 California, Brownsville, Texas 78521

Contact Information

Your Name: *

Richard Betancourt

Cell Phone Number: *

(956)639-6807

Alternate Phone Number: *

(956) 356-6994

Fax Number:

None

E-mail Address: *

richard.betancourt@co.cameron.tx.us

Program Duration

**** BISD Only:** Start Date: June 4, 2024 End Date: August 2, 2024

**** Non District (offsites):** Start Date: June 4, 2024 End Date: August 2, 2024

***** No Service:** Thursday, July 4th, 2024

Beginning Date of Program. *

MM DD YYYY

06 / 04 / 2024

Ending Date of Program. *

MM DD YYYY

08 / 01 / 2024

Please select all applicable Meal Service(s). Serving times subject to change.

of Participants: *

30

Meal Service



Breakfast



Lunch

Summer School Meal Service Times:

Elementary - Breakfast: 7:30 am - 8:00 am Lunch: 12:30 pm - 1:00 pm

Middle - Breakfast: 7:30 am - 8:00 am Lunch: 12:05 pm - 12:35 pm

High - Breakfast: 8:00 am - 8:30 am Lunch: 12:35 pm - 1:05 pm

BREAKFAST Days of Meal Service

(Check all that apply)

	Mon	Tue	Wed	Thu	Fri
Select days	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

BREAKFAST Meal Service Time

** Meal service time requested may be changed due to availability of transportation.*

7:00am - 7:30am 7:30am - 8:00am 8:00am - 8:30am 8:30am - 9:00am

Serving Time

LUNCH Days of Meal Service

(Check all that apply)

	Mon	Tue	Wed	Thu	Fri
Select days	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LUNCH Meal Service Time

** Meal service time requested may be changed due to availability of transportation.*

11:00am-12:00pm 11:30am-12:30pm 12:00pm-1:00pm 12:30pm-1:30pm

Serving Time

.*

I understand that I must display all required signage (Civil Rights, Choking, Meal Posters, and BISD Summer Feeding

Poster). You must come by FNS to receive these posters. A mandatory training will be scheduled in May.

☒ I Understand

• *

I understand that any child ages 0-18 must be served should they present themselves.

☒ I Understand

•

I understand BISD FNS will not provide Meal Service on **July 4th, 2024**.

☒ I Understand

• *

You MUST click "SUBMIT" at the end of this form in order for FNS to process.

☒ I Understand

NON DISCRIMINATION STATEMENT 2023-2024

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require

alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at 202-720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at 800-877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDAOASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling 866-632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program_intake@usda.gov

This institution is an equal opportunity provider.

I read the Non-Discrimination Statement.



I acknowledge receipt of the Non-Discrimination Statement.

[Create your own Google Form](#)
[Report Abuse](#)