

INTERLOCAL AGREEMENT BETWEEN
THE BEEVILLE INDEPENDENT SCHOOL DISTRICT AND
THE GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

*Agreement for the Provision of the
Services of a Food Service Director*

This Interlocal Agreement (“Agreement”) is entered into by and between the Beeville Independent School District and the Gregory-Portland Independent School District, shown below as parties and referred to collectively as “the Parties,” for the coordination of the management services of a Food Service Director, by the authority granted in, and in compliance with the provisions of, Chapter 791, Texas Government Code.

I. RECITALS

WHEREAS, GPISD and BISD are independent school districts organized under the constitution laws of the State of Texas;

WHEREAS, The Parties have identified certain common, legitimate public purposes in entering into this Agreement;

WHEREAS, both BISD and GPISD provide food services to their respective students;

WHEREAS, BISD desires to coordinate with GPISD for the shared services of the GPISD Food Service Director (“Director”);

WHEREAS, it is in the best interest of the Parties to share the expense of a Food Service Director;

WHEREAS, the Texas Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes local governmental entities, such as independent school districts, to contract with each other to efficiently provide for governmental functions such as food service operations; and

WHEREAS, the governing bodies of the Parties have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement.

NOW THEREFORE, in view of the foregoing and in consideration of the benefits and obligations set forth herein, the sufficiency of which is hereby expressed, the Parties agree as follows:

II. TERM

- A. The term of this Agreement shall commence on **January 3, 2011**, and will end on **June 30, 2011**, unless renewed or terminated before that time period, in accordance with this Agreement.

- B. This Agreement may be renewed for an additional school year by the mutual written agreement of the Parties on or before the 45th day before the last day of instruction in the current school year.
- C. Either party may terminate this Agreement at any time by providing written notice to the other party of such intent on or before the 45th day before the last day of instruction of the current school year.
- D. Upon the separation from employment of the current Food Service Director, Jeff Atkinson, regardless of the reason, the Agreement shall automatically terminate, unless otherwise agreed to by the Parties.
- E. Either party may terminate this contract with sixty (60) days notice to the other party.
- F. Either party may, without penalty, terminate the Agreement at the end of any budget period occurring during the Term of the Agreement, if funds for the Agreement during the succeeding budget period have not been appropriated. GPISD shall not be entitled to receive payments or amounts under the Agreement in excess of the amounts appropriated for the then current budget period of the BISD.

III. STATEMENT OF SERVICES TO BE PERFORMED

A. In consideration for the timely payment of agreed upon fees by BISD, GPISD Agrees:

1. To make available the services of the Director, currently employed by GPISD, to BISD, as specified in this Agreement;
2. To provide BISD with personnel information regarding the Director to the extent necessary for the operation of the BISD food service program and to the extent authorized by state and federal law;
3. That GPISD has no authority or control to direct the Director's performance of duties and responsibilities for the BISD food service program; and
4. That BISD is not liable for any monetary amount, outside of the fee schedule detailed in this Agreement, representing the Director's GPISD compensation or benefits which the Director may be entitled to as a GPISD employee.

B. In consideration for the services of a Food Service Director provided by GPISD, BISD Agrees:

1. To make monthly payments to GPISD for the services of the Director, in accordance with the fee schedule attached as Exhibit 1, which monthly payments shall be made on or before dates shown below of each fiscal year. This fee shall be based on the actual cost of compensation (payroll and benefits) made by GPISD to the Director for each school year. The monthly payments shall begin February 1, 2011.

2. The fee schedule reflected in Exhibit 1 may be amended by mutual agreement of the Parties;
3. Payment shall be made to GPISD, addressed as follows:

GPISD
Attn: Business Manager
600 College Street
Portland, Texas 78374

4. If this Agreement is terminated prior to the end of the current fiscal year, BISD shall be obligated to pay to GPISD a prorated portion of the fee representing the proportion of the year in which services were actually rendered under the Agreement;
5. All required payments under this Agreement are subject to the Texas Prompt Payment Act;
6. GPISD is not responsible for any deficit or other financial obligations incurred by the BISD food service program, or incurred by the BISD as a result of the operation of the BISD food service program;
7. The Director is an employee of GPISD, and as such GPISD retains sole authority over the Director's employment status with GPISD, including decisions to discipline, reassign, or terminate the Director's employment with GPISD;
8. That BISD, not GPISD, is solely responsible for supervising and directing the Director's actions and performance related to the BISD food service program;
9. That BISD will promptly report any performance issues regarding the Director to GPISD, and will provide any related information or documentation regarding such performance issues; and
10. That by this Agreement, GPISD does not make any representations, guarantees, or promises regarding the quality of the services to be provided to BISD by the Director, nor is GPISD responsible for any actions or omissions of the Director while acting in the scope of his duties as the food service director at BISD.

C. The Parties Agree that:

1. The Director will manage the food service program of BISD and GPISD, according to the rules and regulations of the Texas Department of Agriculture, United States Department of Agriculture, the Texas Education Agency, and applicable state and federal law;
2. The Director will comply with the policies of both GPISD and BISD, to the extent possible, and that in the event of a conflict, the policies of GPISD control;

3. Under this agreement, the Director will remain the employee of GPISD for Worker's Compensation purposes;
4. The Director will work a schedule of 226 days per school year, beginning on July 1 and ending on June 30th of each school year, in accordance with the schedule below and the work schedule attached at Exhibit 2. Changes to the work schedule during the school year may be made by mutual agreement of the Parties;

| 2010-2011 | |
|--------------------|-------------------|
| GPISD: 166 days | BISD: 60 days |
| 2011-2012 | |
| GPISD: 113 days | BISD: 113 days |

5. GPISD and BISD will retain total control and authority over their respective food service programs, and neither party shall have any authority to dictate or direct the other party's food service program or other operations, or the Director's performance thereunder;
6. Materials, supplies, or other tangibles involved in the BISD and/or GPISD food service programs shall not be shared or transferred between the Parties;
7. During the Director's time with one party, the Director shall be available by telephone to address any pending matters for the other party.
8. All programs operated under this Interlocal Agreement, either individually by the Parties or jointly by the Parties, shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, the National School Lunch Program as administered by the United States Department of Agriculture and Texas Department of Agriculture, Texas Education Code Section 33.901, and any other applicable state and federal law; and
9. Resolution of disputes concerning implementation of this Interlocal Agreement between BISD and GPISD shall first be attempted at the local level. The specific issues involved in the dispute and possible solutions shall be identified and referred to local personnel authorized to make such decisions as necessary to resolve the dispute. If a resolution is not reached after a reasonable period of time, the District shall refer the dispute to mediation as a condition precedent to the initiation of any legal proceedings.

IV. CONSIDERATION

The total consideration for this Interlocal Agreement shall be the mutual services provided by the Parties, and any other consideration specified within this document. Specifically, the fees set forth in Section III. B., above.

V. AMENDMENTS OR MODIFICATIONS

No amendment to any provision of this Interlocal Agreement will be valid unless it is in writing and signed by duly authorized representative(s) of each Party.

VI. COUNTERPARTS

This Interlocal Agreement may be executed in any number of counterparts, each of which will be regarded as an original and all of which will constitute one and the same instrument.

VII. SEVERABILITY

In the event that any one or more of the provisions contained in this Interlocal Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the remaining provisions; and it is the intention of the Parties to this Interlocal Agreement that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be considered for addition to this Interlocal Agreement that is legal, valid and enforceable and that is a similar in terms as possible to the provisions found to be illegal, invalid or unenforceable.

VIII. MISCELLANEOUS

- A. Nothing in this Interlocal Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the State of Texas.
- B. The Parties acknowledge and agree that the terms of this Interlocal Agreement reflect many requirements set forth in state and federal law. In the event state or federal law changes in a manner which may affect the terms of this agreement, this Interlocal Agreement shall be amended accordingly. The Parties acknowledge and agree that in no event shall the terms of this Interlocal Agreement remain in effect if the terms violate or are inconsistent with state or federal law.

President, Board of Trustees
Beeville ISD

Date

President, Board of Trustees
Gregory-Portland ISD

Date