

State of Texas
County of Denton

AGREEMENT TO FURNISH FOOD SERVICE

CITY OF DENTON and DENTON INDEPENDENT SCHOOL DISTRICT FOOD SERVICES

THIS AGREEMENT is made and entered into by and between the Denton Independent School District and the City of Denton both of whom are local governmental entities authorized to enter into interlocal agreements under Chapter 791 of the Texas Government Code. (Vernon 1994)

Whereas, the interlocal agreement contemplates the performance of function or services that each party to this contract is authorized to perform individually.

Whereas, that the City of Denton is making payment under this agreement which it is funding from payments from current revenue; whereas, the payments provided by the City of Denton are in an amount that fairly compensates the Denton Independent School District for the services that it is performing.

Witnesseth:

I. Provision of Meals

Denton Independent School District agrees to supply unitized meals inclusive of milk and juice to the City of Denton Parks and Recreation Department. The City of Denton Parks and Recreation Department will pick up meals at designated food preparation site and package coolers with meals and deliver to approved SFSP sites.

Breakfast.....\$ 0.00 each Lunches.....\$ 2.00 each

Snacks.....\$ 0.00 each Supper.....\$ 0.00 each

II. Menu Records

It is further agreed that the Denton Independent School District pursuant to the provisions of the Summer Food Service Program Regulations, will assure that said meals meet the minimum requirements as to nutritive value and content as outlined in the U.S.D.A.'s sponsor Meal Preparation Handbook, and will maintain full and accurate recordings of such, including the following:

1. Menu Records, including amount of food prepared.
2. Meals, including daily number of meals delivered by type.

III. Retention of Records

These records must be reported to the institution promptly at the end of each week. Denton Independent School District agrees also to retain records required under the preceding clause for a period of three years and 90 days after the end of the contract period. If audits, claims or litigation have not been resolved, all records must be retained beyond the required time period until all issues are resolved in accordance with the Summer Food Service Program Agreement between The City of Denton and Texas Department of Agriculture-Food & Nutrition Division.

IV. Compliance With Immigration Laws

The Denton Independent School District agrees to comply with the requirements of the Immigration Reform Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform labor or services under this contract.

V. Audit

The Denton Independent School District agrees to allow for purposes of audit, examination, excerpt, and transcription: the USDA, the Comptroller of the United States, D.S. and any of their authorized representatives to have access to any of the contractor's books, documents, papers, and records that are pertinent to the contract.

VI. Energy Efficiency

The Denton Independent School District agrees to comply with the required mandatory standards and policies concerning energy efficiency contained in the Texas Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

VII. Remedies For Breach of Contract

The Denton Independent School District agrees that except for small purchase contracts, it will comply with and enforce provisions that allow for administrative, contractual, or legal remedies if contractors violate or breach contract terms, and any appropriate sanctions and penalties.

VIII. Compliance With Labor Regulations

The Denton Independent School District agrees to be in compliance with Section 103 of the contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors must compute the wages of mechanics and laborers on the basis of standard workday of eight hours and a standard workweek of 40 hours. Work that exceeds the standards must be compensated at least 1½ times the basic pay rate for overtime hours worked. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market or contracts for transportation.

IX. Equal Employment Opportunity

The Denton Independent School District agrees to comply with Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41CFR, Part 60).

X. Compliance With Laws

The Denton Independent School District agrees to comply with all other applicable laws, including without limitation, any additional applicable Federal Laws or regulations contained in the Summer Food Program Agreement between the City of Denton and the Texas Department of Agriculture-Food & Nutrition Division.

XI. Remedy For Breach

If the Denton Independent School District fails to provide services in accordance with the provisions of this contract, the City of Denton may, upon written notice of default to the contractor, immediately terminate the whole or part of this contract.

XII. Consideration

The City of Denton agrees to pay Denton Independent School District for all meals ordered on daily basis at the rate agreed upon in this contract.

XIII. Term

The agreement shall be effective as of June 8, 2009 and shall have the same term as the Summer Food Program Agreement between the City of Denton and the Texas Department of Agriculture-Food & Nutrition Division. It may be terminated by notice in writing given by any party hereto to the other parties at least 30 days prior to the date of termination.

XIV. Venue

This agreement shall be interpreted in accordance with the laws of the State of Texas. Any litigation filed with regard to this contract shall be tried in a court of competent jurisdiction setting in Denton County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Agreed to this date_____

Agreed to this date _____

Sponsor Official _____DISD Sponsor _____

Title: City Manager Title School Board President

The location of the food preparation site will be:

Denton High School
1007 Fulton
Denton, Texas 76201

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____