

**INTERLOCAL AGREEMENT BETWEEN JOHNSON COUNTY AND
CLEBURNE INDEPENDENT SCHOOL DISTRICT FOR JUVENILE
JUSTICE ALTERNATIVE EDUCATION PROGRAM MEAL SERVICE**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code by and between the CLEBURNE INDEPENDENT SCHOOL DISTRICT (hereinafter "CISD") a political subdivision of the State of Texas, and JOHNSON COUNTY, TEXAS (hereinafter "County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions; and

WHEREAS, CISD and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically § 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, CISD and County wish to enter into an agreement whereby CISD will provide lunches to County for consumption by persons attending the Juvenile Justice Alternative Education Program (hereinafter "JJAEP").

WHEREAS, CISD and County seek to provide for lunches for the youth placed in the JJAEP.

NOW, THEREFORE, CISD and County, for the mutual consideration stated herein, agree and understand as follows:

A. CISD OBLIGATIONS

- A1. CISD shall provide up to 16 meals per day to the JJAEP. Said meals will be in disposable containers and contain such disposable eating utensils as are normally used for the consumption of the meal.
- A2. CISD will prepare the meals and provide packaging for the meals.
- A3. The period for which the meals will be provided will approximate the CISD school year, however, reasonable variation for holidays and beginning and ending of the school year shall be within the discretion of the JJAEP Program Administrator. Meals will be provided for approximately 180 days per year.
- A4. CISD shall provide up to 16 meals per day.

B. JOHNSON COUNTY OBLIGATIONS

- B1. County will pay for the actual number of meals provided at a rate of \$4.00 per meal.

B2. County will pay CISD on a monthly basis the amount due for the meals within 31 days of the receipt of an invoice by County.

B3. County will pick up the meals and transport the meals to the JJAEP.

C. GENERAL PROVISIONS

C1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Johnson County, Texas.

C2. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.

C3. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

C4. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.

C5. The parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an Agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.

C6. Payment shall be made pursuant to Chapter 2251 Texas Government Code.

Pursuant to Texas Government Code Section 2251.021 a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed; or
- (3) the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.025 and this amendment, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

- (1) one percent; and
- (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

Pursuant to Texas Government Code Section 2251.027, payment of interest by political subdivision:

- (a) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
 - (b) The political subdivision shall pay the interest at the time payment is made on the principal.
 - (c) The political subdivision shall submit the interest payment with the net amount due for the goods or service.
 - (d) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.
 - (e) The political subdivision may not require a vendor or subcontractor to agree to waive the vendor's or subcontractor's right to interest under this chapter as a condition of the contract between the parties.
- C7. CISD will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age, or handicap.
- C8. No officer, member or employee of Johnson County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
- C9. Services and items provided under this agreement shall be provided in accordance with all applicable state and federal laws.
- C10. CISD certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.
- C11. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
- C12. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither CISD nor County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- C13. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.

C14. The initial term of this agreement shall be from August 1, 2014 through July 31, 2015.

At the conclusion of the first anniversary of this agreement, the agreement shall automatically renew annually for a term of one year for four successive terms following the first term (which ends on July 31, 2015). This agreement shall not extend beyond July 31, 2019, without further approval by the parties.

Johnson county states and avers that funds are available from "current funds" to meet the requisites of this agreement.

This agreement does not obligate funds beyond the budget year for which it is approved.

The continuation of this agreement for budget years beyond the initial budget year for which this contract is approved is subject to allocation of funds in the annual budget of Johnson County to meet the continued obligations under this agreement.

C15. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

C16. The effective date of this agreement shall be the date upon which all parties have approved and fully executed the agreement.

APPROVED AS TO FORM AND CONTENT:

APPROVED BY THE SCHOOL BOARD FOR THE CLEBURNE INDEPENDENT SCHOOL DISTRICT, in its meeting held on the 25th day of July, 2014, and executed by its authorized representative.

CLEBURNE INDEPENDENT SCHOOL DISTRICT

By: Kyle Neat

ATTEST:

Annette Februn
Adm Asst, Notary Public

APPROVED BY THE JOHNSON COUNTY JUVENILE BOARD, in its meeting held on the 20 day of Aug, 2014, and executed by its authorized representative.

JOHNSON COUNTY JUVENILE BOARD

By: [Signature]
Robert Mayfield, Chairman

ATTEST:

County Clerk

APPROVED BY THE COMMISSIONERS COURT FOR JOHNSON COUNTY, TEXAS, in its meeting held on the 14th day of October, 2014, and executed by its authorized representative.

JOHNSON COUNTY

By: [Signature]
Roger Harmon, County Judge

ATTEST:

[Signature]
County Clerk

