Grapevine-Colleyville Independent School District

Board Action Item

Action or Consent:	**Consent**
Meeting Date:	November 16, 2026
Subject:	Region X Education Service Center Multi-Region Purchasing Cooperative Interlocal Agreement for Nutrition Services
Contact Person:	Paula Barbaroux, Chief Operations Officer Julie Telesca, Director of Nutrition Services Mason Crenshaw, Director of Purchasing Services
Policy/Code:	CH(LEGAL) and (LOCAL)
Priority and Performance Objective:	Priority 4: Strong Financial Stewardship and Internal System Efficiency Objective 4.1: Transparent Financial Stewardship Objective 4.2: Effective and Efficient District Operations
Summary:	Annually, the Region X Education Service Center provides school districts the opportunity to participate in its multi-region purchasing cooperative for child nutrition purchasing and commodity processing programs. The Interlocal Agreement is for a single-year term. GCISD has participated for nine years, and the cooperative has benefited the District.
Attachments:	Region X Education Service Center Multi-Region Purchasing Cooperative Interlocal Agreement
Recommendation:	The recommendation is for the Board to approve GCISD's participation in the Region X Education Service Center Multi-Region Purchasing Cooperative Interlocal Agreement.

Region 10 Education Service Center

Multi-Region Purchasing Cooperative

Interlocal Agreement for SY 2027-2028

This Interlocal Agreement ("Agreement") is entered into between the contracting parties identified below for a single-year term, as set forth in the "Membership Term" section. The Member Recipient Agency ("RA") is responsible for ordering and paying vendor invoices for goods and services purchased through the Agreement's effective termination date. Region 10 ESC serves as the MRPC's Coordinating Entity and Fiscal Agent.

Contracting Parties

Region 10 ESC/Multi-Region Purchasing Co-op	057-950
Fiscal Agent/Coordinating Entity	Fiscal Agent County District Number
Grapevine-Colleyville ISD	220906
District/Recipient Agency Name (RA)	County-District Number/CDN

Do you plan to Process USDA Donated Foods? ☑ Yes ☐ No

General Provisions

1. Statement of Services to be Performed.

Region 10 Multi-Region Purchasing Cooperative (hereafter “MRPC”) organizes and administers the child nutrition purchasing cooperative and commodity processing program for RAs in Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of MRPC is to obtain substantial savings on food service items through volume purchasing.

2. Membership.

Membership is a single-year term that commences July 1st through June 30th of the following calendar year. MRPC offers a variety of legally and formally procured solicitations utilizing the competitive Requests For Proposals (RFP) method to assist RAs with their fiscal budgetary needs (see page 11 for details). There is no fee to join MRPC.

3. Limitation of Agreement.

MRPC reviews this Agreement annually to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the

MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulations, MRPC will have 30 days to make all necessary updates and require that each participating RA sign a new Agreement. If MRPC does not amend the provision within the given timeframe, the RA may terminate this agreement on 10 days' written notice to MRPC. Child Nutrition Federal Funds are governed by USDA and TDA regulations. EDGAR does not apply to child nutrition federal funds.

4. General Provisions.

4.1. **Compliance with Laws.** The Parties shall comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations governing the procurement activities and programs contemplated under this Agreement, including all present and future applicable laws governing such programs.

4.2. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for any dispute shall lie in the county where Region 10 ESC's administrative offices are located, currently Dallas County, Texas.

4.3. **Membership Expansion.** The MRPC reserves the right, but is not obligated, to admit additional members. Because adding a RA may materially change the value of existing contracts and trigger rebidding or a supplemental solicitation requirement, a new RA may be excluded from participation in affected contracts to avoid disrupting current membership. Membership for a new RA becomes effective upon a new bid or rebid award, the start of a new fiscal year, or as otherwise determined at the MRPC's sole discretion.

4.4. **Entire Agreement; Modification.** This Agreement, together with any executed addenda, constitutes the entire agreement between the Parties regarding its subject matter and may be modified only by express written consent of both Parties. Where modification is legally required, MRPC and the RA shall act accordingly. Failure of either Party to act within a reasonable time on a legally required modification shall constitute grounds for termination upon written notice to the other Party.

4.5. **Severability.** If any term or provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

4.6. **Dispute Resolution.** The Executive Director of Region 10 ESC, or a designated authorized agent, and an authorized representative of the member district shall attempt to resolve any disputes arising under this Agreement. Unresolved disputes shall proceed to nonbinding mediation before either Party may pursue litigation. The mediator shall be selected by mutual agreement, with mediation costs shared equally by the Parties.

4.7. **No Waiver of Immunity.** No Party waives any immunity or defense available to itself or its trustees, directors, officers, employees, or agents by virtue of executing this Agreement or performing its obligations hereunder.

4.8. **Binding Effect.** This Agreement is binding upon both Parties once executed and may be amended only by written agreement signed by their authorized representatives.

4.9. **Profit Distribution.** Under USDA federal regulations and TDA Administrator's Reference Manual (ARM) Section 17, MRPC operates as a Child Nutrition Program ("CNP") Operator-Only

Cooperative classified as a for-profit cooperative, requiring the return of "unanticipated profits" to members. Under this Agreement, MRPC deducts its cost of services from collected vendor fees and distributes a rebate in the form of a check to members once the fiscal year has ended and accounts are reconciled. For purposes of this Agreement, MRPC's "profit margin" is defined as vendor fee revenue (as outlined in the Membership Fees section) less MRPC's operating expenses. The Coordinating Entity retains the profit margin; any revenue exceeding that margin ("unanticipated profit") as determined each fiscal year, shall be distributed to participating members by the Fiscal Agent. MRPC is prohibited under state regulations from profiting on sales of USDA processed commodities.

5. Membership Fees.

There is no membership fee to join MRPC or utilize its awarded contracts.

Because USDA prohibits the use of federal funds received by ESC Child Nutrition components to support purchasing cooperatives, MRPC is fully self-funded through a Vendor Participation Fee assessed on all commercial sales. This fee is collected directly from awarded vendors at a fixed rate of $0.0085 per $1.00 of revenue. MRPC charges no fees to Commodity Processors. All fee revenue is used to cover the administration, operation, and expansion of services and software offered by MRPC to benefit members' foodservice operations and profit margin. While RAs may incur these fees indirectly, they pay no direct fee for participation in MRPC.

The Parties agree that payments under this Agreement, and any related exhibits and documents, fairly compensate MRPC for the services and functions performed hereunder.

6. Member Rebate System.

6.1. MRPC will collect all Vendor Participation Fees quarterly.
6.2. MRPC does not charge a Vendor Fee to any USDA commodity processor.
6.3. MRPC will utilize a year-end revenue report that details each participating member’s generated sales with each awarded vendor.
6.4. MRPC applies an equal percentage of the operational cost to each RFP.
6.5. Total overhead and expenses are calculated for each RFP based on shared percentage.
6.6. Total collected revenue is calculated against shared operational costs for each RFP. Any RFP that does not generate enough revenue to cover the shared percentage of expenses is not eligible for a rebate.
6.7. Any member purchasing USDA commodity foods through our awarded grocery distributor will receive a rebate of collected fees minus the shared expenses and direct costs related to the USDA foods solicitation, such as E-Bid software and Pre-Order software used.
6.8. Any member participating in bids that have an excess of fees collected beyond the shared expenses will receive a rebate.
6.9. Rebate amounts are calculated in October once the Region 10 ESC books are closed.

6.10. Rebate checks are mailed to each eligible participating member in late November or December. Checks include a letter with instructions about the rebate check and that it must be deposited into the child nutrition fund account.

6.11. MRPC will send out an email notification to each food service director that includes the amount of their rebate.

7. Execution of this Agreement.

This Agreement and any modifications may be executed in counterparts, provided that each Party's execution bears a physical or digital signature. Executed counterparts may be exchanged by scanned email. By executing this Agreement, MRPC and each RA represent and warrant that they have obtained all requisite governing board or authorized authority to enter into and perform its terms. Board meeting minutes are acceptable proof of approval; where no governing board exists, the signature of an authorized representative will suffice.

8. Cooperation and Access.

Each Party agrees to cooperate with reasonable requests for information and records from the other Party and reserves the right to audit such records during normal business hours. Any breach of this Article shall be deemed material and shall render the Agreement subject to termination upon ten (10) days' written notice to the RA.

9. Primary and Secondary Contact.

The RA shall designate a primary and secondary contact with express authority to represent and bind the RA; MRPC shall not be required to contact any other individual regarding program matters, and notice to either contact shall be binding upon the RA. The RA may change its designated contacts by written notice to MRPC, effective upon actual receipt.

10. Defense and Prosecution of Claims.

With respect to matters arising out of or contemplated by this Agreement, the RA authorizes the Fiscal Agent to: (1) control the commencement, defense, intervention, or participation in any judicial, administrative, or other governmental proceeding; (2) represent MRPC in arbitration, mediation, or other alternative dispute resolution; (3) make any other appearance necessary to protect MRPC's rights regarding past or current actions, including litigation, claims, or disputes; and (4) engage legal counsel and appropriate experts, at the Fiscal Agent's sole discretion, to assist in the defense or prosecution of any related action or claim.

The RA agrees that any suit against MRPC, the Fiscal Agent, or any of their employees or agents may be defended in the name of MRPC, Region 10 Education Service Center, or the RA by counsel selected at the Fiscal Agent's sole discretion, on behalf of and at the expense of MRPC as necessary for the prosecution or defense of such litigation or claim. The RA shall fully cooperate by providing any information requested by the Fiscal Agent or MRPC in connection with such prosecution or defense. Subject to specific revocation, the RA designates the Fiscal Agent to serve as its class representative in matters arising from this Agreement.

11. Governance.

MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") per applicable law and regulations. Procurement processes and procedures are governed by applicable laws and regulations.

12. Limitations of Liability.

The Fiscal Agent, its endorsers, and servicing contractors do not warrant that MRPC services will operate uninterrupted or error-free, and disclaim all warranties, express or implied, regarding any information, product, or service furnished under this Agreement, including any implied warranties of merchantability or fitness for a particular purpose. With respect to all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other for special, incidental, consequential, or exemplary damages, even if advised of the possibility of such damages.

13. Notice.

Any written notice to MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 904 Abrams Rd., Richardson, TX 75081; Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

14. Acceptance of USDA Foods Sent for Further Processing.

MRPC, through the Fiscal Agent, is authorized to issue a formal solicitation for the processing of selected USDA processed commodity foods donated by participating members, and to enter into a Contract for Services with the awarded commodity food processor(s) for agreed-upon processed end-products, executing a service agreement on behalf of participating members. Participating members shall accept the processed end-product(s) for the life of the contract between MRPC and the processor, covering all commodity foods donated to and processed through MRPC. Excess commodities may be distributed in accordance with USDA or TDA regulations and guidance.

15. Payment for Goods.

Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

Roles and Responsibilities

1. Role of the MRPC, through the Fiscal Agent:

1.1. Provide for the organizational and administrative structure of the program.

1.2. Provide staff with the time necessary for the efficient operation of the program.

1.3. The MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts using the Formal Procurement method of Requests for Proposals (RFP).

1.4. The MRPC shall follow the local, State, and Federal procurement guidelines as listed below:

1.4.1. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II

1.4.2. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c.

1.4.3. Requiring Board of Directors' approval of all MRPC bid award recommendations.

1.4.4. Texas Education Code 44.031 relating to purchasing contracts.

1.4.5. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its RAs. EDGAR refers to and requires Child Nutrition Food Purchasing Cooperatives to adhere to USDA Federal Regulations located at 2 CFR 200.318-200.327.

1.4.6. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the MRPC.

1.4.7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.

1.4.8. Enter into a detailed agreement with distributors that distribute processed end-products containing USDA Foods including language to ensure proper resolution of errors such as data, pricing, product, reports, etc. Do the following regarding USDA Foods:

1.4.9. Track and assist RAs with the management of their USDA Processed Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.

1.4.10. Assist RAs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.

1.4.11. Provide RAs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.

1.4.12. Receive quantity requests from RAs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.

1.4.13. Provide a delivery schedule, on behalf of each RA, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each RA.

1.5. The MRPC assumes no responsibility for failure of delivery by distributors or manufacturers, however, the MRPC will assist all RAs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.

1.6. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.

1.7. Mediate problems/concerns between awarded distributors and/or manufacturers and RAs.

1.8. Provide RAs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the RA.

1.9. Make available or provide easy access to all procurement documents created and received for each awarded RFP and distributor or manufacturer, as required and in compliance with State Agency Administrative and Procurement Reviews.

1.10. Act ethically always and in accordance with all federal, state, and local guidelines.

2. Role of the RA:

2.1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees or Authorized Person) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to MRPC promptly following execution).

2.2. Designate primary and secondary contact.

2.3. Forecast all planned purchases on each desired awarded contract or new solicitation. Not forecasting may result in a risk of not being allowed to purchase from the awarded contract if a material change may occur.

2.4. Commit to purchasing forecasted products and/or services that are awarded and made available. Member understands that MRPC attempts to capture pricing on all requested items, but approval and offering is held with the proposing Vendors and low volume items may not receive a bid response.

2.5. Comply with all USDA and TDA regulations.

2.6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by MRPC.

2.7. Accept shipments of products ordered from distributors or manufacturers per standard purchasing procedures.

2.8. Address product warranties and product qualities with the manufacturer.

2.9. Pay vendors' net amount due within agreed-upon terms after receipt of a correct monthly statement.

2.10. Participate in bid evaluation committees for the bids that the RA is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the MRPC.

2.11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as MRPC Member Roles. The MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the MRPC may be jeopardized based on unethical handling of sensitive MRPC and/or vendor information.

2.12. Attend MRPC meetings and training classes to stay informed of the cooperative processes and services offered. Training classes are specific to the “tools” offered by MRPC. Attending meetings and classes helps ensure your success as a participating RA in the MRPC.

2.13. Participate in a Member Advisory Committee when offered. The Member Advisory Committee is a small committee of MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding MRPC if needed and annually reviews all procurement practices by the MRPC to ensure compliance in all areas, along with other tasks.

2.14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:

2.14.1. The RA shall access the Web Based Supply Chain Management (WBSCM) system on a regular basis to effectively manage USDA Foods entitlement, food requests, and allocations.

2.14.2. The RA shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 Foodservice, ProcessorLink, or other) on a regular basis; and report inventory issues to MRPC.

2.14.3. The RA shall conduct Sales Verifications of end-products sold through a distributor and verify rebates, discounts, and credits.

2.14.4. The RA shall maintain copies of the original Label from the product, carton; or a photograph of label as it appears on the original product carton if available.

3. Bid Participation Requirements for SY 2027-2028.

3.1 Utilization of any new Request For Proposal (RFP) or renewing Vendors will be contingent upon the timely submission of forecasts by the Member.

3.2 MRPC provides Members with access to Sage Forecasting, a user-friendly forecasting software platform, and offers multiple training sessions along with sufficient time to complete and submit all required forecasts.

3.3 Given the geographic scope of MRPC's coverage area in Texas, certain RFPs are organized into designated delivery groups with multiple awarded Vendors. Any Member seeking to utilize an awarded contract not previously used by that Member must obtain prior approval from MRPC before doing so.

3.1. Per USDA and TDA regulations, formally procured bids may not exceed a total of 5 years, which must be consecutive. Renewals may be offered within the 5-year term but can only be for a single year at a time and may not exceed the total of 5 years. Due to the size of the co-op and complexities of some RFPs, MRPC contracts are set up as a 1-year initial term with 4 single consecutive renewal years, for a total of 5 years barring any material changes in contract values due to growth.

Signature and Authorization Form

By signing this page, the RA confirms entering an Interlocal Agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the Multi-Region Purchasing Cooperative, per all Agreement terms, Membership Roles and Responsibilities, and Bid Participation Requirements as outlined on pages 3-11.

As of July 1, 2027, the Recipient Agency (RA) listed below, and the Region 10 Education Service Center/Fiscal Agent enter this Interlocal Agreement. As the Board of Directors Authorized Representative or RA Authorized Representative, I hereby execute this Agreement on behalf of the RA and intend to be bound by the provisions set forth herein for the single-year term noted, unless otherwise terminated by either party per the terms outlined this Agreement.

District/RA Name:	Grapevine-Colleyville ISD
WBSCM Organizational ID #	4011967
Street Address-Main Bldg.:	3051 Ira E. Woods Ave.
City, State Zip:	Grapevine, TX 76051
Primary Foodservice Contact Name:	Julie Tessaa
Primary Phone Number:	817-251-5615
Primary Email Address:	julie.tessaa@gcisd.net
Secondary Foodservice Contact Name:	Kayleigh Kaiser
Secondary Phone Number:	817-251-5616
Secondary Email Address:	kayleigh.kaiser@gcisd.net
ESC Region:	11
SY26-27 Enrollment:	10500
County/Counties:	Tarrant
4 or 5-Day School Week:	5
# of Participating Campuses:	17
Board of Director or Authorized Rep Name:	
Board of Director or Authorized Rep Signature:	
Date Signed:	

Below Area: MRPC Use Only

MRPC Authorized Rep Name | Title:	Keri Warnick | Program Coordinator
MRPC Rep Signature:	
Date Signed:	