

Region 19 Education Service Center - Interlocal Agreement For USDA/TDA Products & Services

This agreement is entered into by and between Education Service Center Region 19 (ESC 19) and _____ (govt. agency) pursuant to the authority granted by Title 7, Chapter 791, Interlocal Cooperation Acts of The Texas Government Code and Chapter 8 of The Texas Education Code.

I. Term of Contract: The term of this contract shall be from the date of acceptance by authorized _____ (govt. agency) personnel until any changes that affect the operation of said contract. The participating party(ies) may with mutual agreement among all other participating parties, rescind the contract with a thirty (30) day written notice, contingent upon no changes to the funding or policy as stated herein.

II. Statement of Services to be Performed:

Role of the ESC 19:

1. Serve as the fiscal agent for ASC. As such, all personnel employed by the Coordinating Center will be employees of the Region 19 Education Service Center, subject to ESC 19's policies and procedures.
2. Issue appropriate ASC bid(s), including the development of bid specifications, posting of legal notices, awarding of bids, etc. on behalf of ASC. All compliant solicitations will be conducted according to USDA/TDA regulations.
3. Request technical assistance support services from participating government agency designees for communication purposes with the participating schools in their respective regions (e.g., letters, flyers, phone calls, etc.)
4. Determine the annual estimated membership for solicitations. Government agency membership requests mid contract will be evaluated for inclusion based on contract spend and quantity availability.
5. Provide members with all documentation after bid award showing compliance with regulations.

Role of the Participating Government Agencies:

1. Provide technical assistance support services to the ESC 19 through time and effort, travel, facilitating meetings, copying, postage, and other expenses as necessary for the regional operations of ASC.
2. Commit to annual membership and usage information. Exercising the 30 day clause may result in future exclusion from participation.
3. Participate in the gathering of product information, estimated usage and other duties as assigned by the ASC Lead for the common good of the members.
4. Provide ASC with a monthly report of all orders received including detailed information on what is ordered, quantities and total spend for the purchase. Report should reference a purchase order number if applicable. This reporting is required for compliance for regulations.
5. All members are responsible for ensuring the cooperative operates in accordance with USDA Procurement standards. Individual members will not use Child Nutrition Program funds to pay invoices for goods or services that were improperly procured.
6. Provide a designated person(s) responsible to coordinate with ASC Lead to ensure compliance. Designee: _____

III. Authorization:

Executed on this _____ day, _____, 20__.

Region 19 Education Service Center

Government Agency: _____

6611 Boeing Drive, El Paso, TX 79925

Address: _____

Armando Aguirre, Ed D.

Authorized Signature

Executive Director
Title

Title