

This agreement is entered into pursuant to the authority granted by Chapter 791 of The Texas Government Code and Chapter 8 of The Texas Education Code, by and between:

I. Term of Contract

The term of this contract shall be from the date of acceptance by authorized WYLIE ISD personnel through July 31, 2018. The participating party(ies) may with mutual agreement among all other participating parties, rescind the Commercial Purchasing component of this contract with a ninety (90) day written notice. If participating in the Commodity Processing component of this contract, the participating party is required to fulfill the contractual obligation until all processed commodity commitments are received.

II. General Provisions

Participating Education Service Centers will organize and administer The West Texas Food Service Cooperative (Cooperative) with Region 17 Education Service Center acting as the fiscal agent (Coordinating Center). Authority for such services is granted by Title 7, Chapter 791 Interlocal Cooperation Contracts Act of the Texas Government Code. The goal of the Cooperative is to obtain substantial savings on specified items for member districts through volume purchasing.

A. ROLE OF REGION 17 EDUCATION SERVICE CENTER (COORDINATING CENTER)

1. Provide for the organizational and administrative structure of the program.
2. Provide for staff time necessary for efficient operation of the program.
3. Host Regional Advisory Board meetings for food service purchasing and commodity processing components.
4. Provide onsite and/or technology based regional and/or area trainings as requested/necessary.
5. Initiate and implement activities related to the bidding and vendors selection process, in accordance with competitive bidding procedures for Texas public schools.
6. Review annual fiscal report with member districts at a Fall Advisory Board Meeting.
7. Provide districts with Service Report/Product Comment Forms to address quality assurance and vendor complaint issues more consistently.
8. The Cooperative will not be held accountable for product warranties, product qualities, failure to deliver by vendor(s), or failure of payment to vendor(s) by participating members.

B. ROLE OF THE PARTICIPATING DISTRICT:

1. Commit to participate in the Cooperative by resolution of the governing body.
2. Designate a contact person for the Cooperative.
3. Return all necessary forms in a timely fashion with appropriate signatures.
4. Abide by directives and decisions of the Regional Advisory Boards and Coordinating Center.
5. Abide by Texas Department of Agriculture Roles and Responsibilities for Further Processing of USDA Foods as per the Annual Agreement via TXUNPS.
6. Prepare purchase orders issued to the appropriate vendor(s)/processor(s) from the official award list provided by the Cooperative.
7. Accept shipments of products in accordance with standard HACCP delivery procedures and the Cooperative delivery agreements.
8. Pay vendor(s) as per awarded terms and conditions unless prior arrangements have been made between the participating member and the vendor(s). All deliveries will be made in accordance with the specified delivery schedule in each bid document.
9. Notify WTFSC of issues regarding vendors and product quality by submitting the Service Report/Product Comment Forms as necessary.

III. Contract Service Fees

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the Cooperative is a totally self-funded entity. Through the Commercial Purchasing, to provide this revenue, a fee of .85% of each district purchase is charged through a Vendor Participation Fee. This fee is collected directly from the awarded vendors. Through the Commodity Processing bids, a per-truckload fee of \$500.00 is charged as an Administrative Processing Fee to the manufacturer. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. Districts, even though they may incur these fees indirectly, pay no direct fee to the Cooperative for participation.

IV. Component Participation

Please check area(s) of desired participation

- Commercial Food Purchasing
- Commodity Processing (Must participate in USDA/TDA CN program)
- Full Service Delivery

V. Designee

Food Service Director or Cafeteria Manager authorized to coordinate all Cooperative activities with WTFSC/ESC 17 staff.

Designee Name: MELANIE BREWER Title: FOOD SERVICE DIRECTOR

Phone: 325-692-4353 EXT. 1017 email: m.brewer@wyliebulldogs.org

The WYLIE ISD agrees to abide by all provisions of this agreement.

VI. Authorization

Board Member, Superintendent, or interim person authorized to sign Interlocal Agreements for the district.

WYLIE ISD Region 17 Education Service Center
152-950

Authorized: Printed Name

Authorized: Signature

Kyle Wargo, Executive Director

NOVEMBER 14, 2016
Date

Date

Please complete the Interlocal Agreement (pages 3-5) for your district and return a signed original form to the Region 17 ESC, 1111 West Loop 289, Lubbock, Texas 79416, and Attention: Dorothy Glenn, West Texas Food Service cooperative by the February 10, 2017 deadline. This agreement will be signed by the ESC17 Executive Director and a copy will be returned for your records.