



To: Coppell ISD Board of Trustees

From: Josette Dobbins, Director of Purchasing

Date: August 28, 2023

Re: *Report on Purchasing Cooperative Fees Paid by Coppell ISD*

**Background Information:**

House Bill 273 Acts 2021, 87th Leg., R.S., Ch. 855 (S.B. [799](#)), Sec. 18, effective September 1, 2021, requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis. Specifically, it states:

Sec. 44.0331. MANAGEMENT FEES UNDER CERTAIN COOPERATIVE PURCHASING CONTRACTS.

(a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section [44.031](#)(a)(5), under Subchapter [E](#), Chapter [271](#), Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract.

(b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item.

(c) The commissioner may audit the written report described by Subsection (b).

By law, school districts are allowed to utilize awarded bids established through cooperative purchasing agreements. Purchasing cooperatives allow flexibility to find needed goods and services in an effective and efficient manner as well as keeping the district legally compliant. Thus, the following purchasing cooperatives adhere to all bidding laws in awarding contracts to vendors:

**The fees to be paid by Coppell ISD to the following purchasing cooperatives for the 2023-2024 fiscal year are as follows:**

- 1Government Procurement Alliance (1GPA) – No membership fee
- BuyBoard (Texas Association of School Boards (TASB))– No membership fee
- Central Texas Purchasing Alliance - *\$150 annual fee covers administrative costs*
- DIR Texas Department of Information Resources – No membership fee
- E&I Cooperative Services – No membership fee
- Educational Purchasing Cooperative of North Texas (EPCNT) – *\$100 annual fee covers administrative costs*

- Equalis Group Purchasing Cooperative – No membership fee
- Harris County Department of Education (HCDE), Choice Partners – No membership fee
- Houston-Galveston Area Council of Governments Purchasing Cooperative (H-GAC) – No membership fee
- Sourcewell (formerly known as NJPA National Joint Powers Alliance) – No membership fee
- Omnia Partners – No membership fee
  - National IPA
  - TCPN
  - U.S. Communities
- Prospering Pals Commodity Processing Cooperative – No membership fee
- \*Purchasing Cooperative of America – No membership fee
- Purchasing Solutions Alliance (PSA) Brazos Valley Council of Governments – No membership fee
- Region 2 ESC (GoodBuy Purchasing Cooperative) – No membership fee
- Region 3 ESC (Purchasing Cooperative of America (PCA)) – No membership fee
- \* Region 6 Education Service Center (RESC 6) – No membership fee
- \*Region 7 ESC Purchasing Cooperative – *Cooperative membership fee is based on entity enrollment (TEA PEIMS Student Enrollment Reports \$0.50 x 13,131+\$400 admin fee) = \$6,965.50*
- Region 8 ESC The Interlocal Purchasing System (TIPS USA) – No membership fees
- Region 10 ESC (EdTech Exchange) – No membership fee
- \*Region 11 ESC – No membership fee
- Region 14 ESC (NCPA National Cooperative Purchasing Alliance) – No membership fee
- \*Region 15 ESC (791 Purchasing Cooperative)\_ - No membership fee
- Region 16 ESC (TexBuy) – No membership fee
- \*Region 17 ESC (West Texas Food Service Cooperative (WTFSC)) – No membership fee
- Region 18 ESC – No membership fee - *\$990 annual fee covers administrative costs*
- Region 19 ESC (Allied States) – No membership fee
- Region 20 ESC (Purchasing Association of Cooperative Entities (PACE)) – No membership fee
- Statewide Procurement Division (Divisions: CMBL, TPASS, Texas Comptroller of Public Accounts (TXMAS), and TXSmartBuy) – *\$100 annual fee covers administrative costs*
- Tarrant County, Texas Purchasing Cooperative – No membership fees

**Total annual fees paid: \$8,305.50**

**Fiscal Implications:**

All membership fees are paid out of the Business Office's General Operating Fund budget. By providing and sharing this information with the Coppell ISD Board of Trustees, Coppell ISD is lawfully compliant with House Bill 273.

Attachments: Purchasing Cooperative of America Interlocal Agreement  
 Region 6 Interlocal Agreement  
 Region 7 Interlocal Agreement & Resolution  
 Region 11 Master Interlocal Agreement  
 Region 15 Master Interlocal Agreement & Board Resolution  
 Region 17 ESC (West Texas Food Service Cooperative Interlocal & Permission Form

cc: Mrs. Diana Sircar and  
 Dr. Brad Hunt

\* Newly added cooperatives



## INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services (“Agreement”) is entered into by and between \_\_\_\_\_  
COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS

(“PCA Member”, “Party”), a governmental entity, and Purchasing Cooperative of America (“PCA”, “Party”) on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America (“PCA”) cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the “Parties”.

### RECITALS

#### Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

*Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Gov’t. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program* allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members’ requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

#### Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

#### Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

#### Role of the PCA Member

1. Registers on the PCA website, [www.pcamerica.org](http://www.pcamerica.org), or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to [Members@pcamerica.org](mailto:Members@pcamerica.org).

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes “Purchasing Cooperative of America” or “PCA” and the “Contract Number”.
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

### **Role of the Purchasing Cooperative (PCA)**

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

### **General Provisions**

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member’s use of PCA contracts shall be governed by the laws of the State of \_\_\_\_\_, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is \_\_\_\_\_.  
(court jurisdiction)

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to [Members@pcamerica.org](mailto:Members@pcamerica.org). An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

### Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

\_\_\_\_\_  
PCA Member Organization Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

Date \_\_\_\_\_

Designated Contact \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

### Purchasing Cooperative of America

\_\_\_\_\_  
PCA Authorized Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Main PCA Email [pcamerica@pcamerica.org](mailto:pcamerica@pcamerica.org)

**INTERLOCAL AGREEMENT**  
**Region 6 Education Service Center (RESC 6)**  
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**  
**(School, College, University, State, City, County, or Other Political Subdivision)**

[Coppell Independent School District](#)

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TEXAS PUBLIC ENTITY / DISTRICT MEMBER

Region 6 Education Service Center

3332 Montgomery Road, Huntsville, TX 77340

County-District Number: 236-950

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this Agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective August 28, 2023 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region 6 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the Educational Purchasing Interlocal Cooperative (EPIC6).

The purpose of EPIC6 shall be to obtain substantial savings for any participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Property Co-ownership:**

There shall be no real or personal property acquisition or co-ownership resulting from this agreement.

**Roles of the EPIC6 Purchasing Cooperative:**

1. Provide organizational and administrative structure of the Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the EPIC6.
3. Provide marketing of the EPIC6 to expand membership, awarded contracts and commodity categories, excluding purchases by school food authorities and transactions involving fund 240 and/or any other Child Nutrition funds provided by USDA or Texas Board of Agriculture.

4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide EPIC6 training to members and vendors upon request.
10. Collect fees to finance the operation of the cooperative from awarded vendors based on the sales through the cooperative's contracts with the end users.

**Role of the Public Entity:**

1. Commit to participate in the program by an authorized signature on membership forms and approval of the governing body where required (e.g. required in Texas)
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from EPIC6 Vendors when in the best interest of the entity.
4. Submit a monthly report of purchases and /or copies of Purchase Orders to the EPIC6.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner and according to Texas Law and contract agreement.
7. Include EPIC6 and appropriate contract number on you purchase order and/or contracts in which you utilize an EPIC6 contract.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in Walker County, Texas, location of the administrative offices of RESC 6.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation unless otherwise agreed by the parties in writing at the time of the dispute.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means or hard copy and the terms and conditions agreed are binding upon the Parties.

No electronic signatures are permitted, however a scanned wet signature transmitted electronically is permitted.

**Authorization:**

Region 6 Education Service Center and EPIC6 have entered into an Agreement to provide cooperative purchasing opportunities to public agencies and other legally eligible entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Public Member Entity:**

Coppell Independent School District

**Entity or District Name**

By: \_\_\_\_\_  
Authorized Signature

Title: Coppell ISD Board President

Date: August 28, 2023

**Purchasing Cooperative Lead Agency:**

**Region 6 Education Service Center**

By: \_\_\_\_\_  
Authorized Signature

Title: Executive Director Region 6 ESC

Date: \_\_\_\_\_



## **Public Entity Contact Information**

[Josette Dobbins, Director of Purchasing](#)

Primary Purchasing Person Name

[200 S. Denton Tap Road](#)

Street Address

[Coppell, TX 75019](#)

City, State

Zip

[214/496-6000](#)

Telephone Number

[n/a](#)

Fax Number

[jdobbins@coppellisd.com](mailto:jdobbins@coppellisd.com)

Primary Person Email Address

[Donna Johnson](#)

Secondary Person Name

[djohnson@coppellisd.com](mailto:djohnson@coppellisd.com)

Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the EPIC 6 website and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity.

**REGION VII EDUCATION SERVICE CENTER  
PURCHASING COOPERATIVE  
INTERLOCAL AGREEMENT**

This Interlocal Agreement ("Agreement") is entered into by and between the governmental entities shown below ("Parties") in accordance with the Interlocal Cooperation Act, Texas Gov't Code §791.001 *et seq.*, Local Government Code, Chapter 271, Subchapter F, and Texas Education Code §8.002 for the term beginning September 1, 2023, and continuing through August 31, 2024, subject to the terms, rights and duties stated herein. This Agreement shall automatically renew annually unless either party provides written notice at least thirty (30) days prior to the end of the existing term. Either party may also terminate the Agreement at any time upon providing at least thirty (30) days prior written notice to the other party. The district participation fee will be prorated at the end of the thirty (30) day notice period.

The purpose of the purchasing cooperative is to assist eligible governmental and educational entities to secure quality services and products at the best value and in the best interest of the taxpayers through a joint competitive procurement process. The purchasing cooperative establishes a formal process that provides all prospective vendors an opportunity to offer competitive prices and the best value for necessary goods and services to participating entities.

The participating entity shall place orders and make payments directly to an approved vendor and is responsible for such vendor's compliance with any provisions relating to the quality of items, terms of delivery, and any other terms and conditions between the vendor and participating entity. All payments, fees, and disbursements required as a result of participation in the purchasing cooperative are set forth on the purchasing cooperative's website and shall be made from current revenues available to the paying party. The parties agree that such payments, fees, and disbursements fairly compensate the performing party for the services or functions performed under this Agreement. Each party represents that this Agreement has been approved by its governing board at a duly constituted and posted public meeting, and that the persons named below have been duly authorized to execute this Agreement on behalf of the entity shown.

**AGREED:**

Coppell Independent School District

**Participating Entity**

Josette Dobbins / Purchasing Director

**Contact Person/Title**

BY: \_\_\_\_\_  
**Supt./President/Executive Director**

August 28, 2023

**Date**

**AGREED:**

BY: \_\_\_\_\_  
**Region VII ESC Executive Director**

**Date**



COPPELL INDEPENDENT SCHOOL DISTRICT

RESOLUTION

TO THE REGION VII PURCHASING COOPERATIVE:

WHEREAS, the Coppell Independent School District \*, (hereinafter the "Governmental Entity") pursuant to the authority granted by the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., desires to participate in the cooperative purchasing programs of the Region VII Purchasing Cooperative.

WHEREAS, the Governmental Entity is of the opinion that participation in these programs will be highly beneficial to the entity through the anticipated savings to be realized through joint cooperative purchasing;

NOW, THEREFORE BE IT RESOLVED, that the Governmental Entity does request that the Region VII Purchasing Cooperative purchasing program include its stated need for all categories on the Region VII Purchasing Cooperative Program annual contracts; and that Josette Dobbins, Purchasing Director is authorized and directed by the governing board of the Governmental Entity to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Governmental Entity.

I certify that the following is a true and correct copy of the resolution duly adopted by the governing board of the Governmental Entity on the 28th day of August, 2023, and that the same now appears of record in my office.

\_\_\_\_\_  
Presiding Officer

David Caviness, Board President

Printed Name

\_\_\_\_\_  
Chief Executive Officer

Dr. Brad Hunt, Superintendent

Printed Name

In witness thereof, I have hereunto set my hand and affixed my official seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ Notary Public for the State of Texas

**\*whichever applies:**

Independent School District

College/University

Charter/Academy/Parochial

Education Service Center

Local Government

(Note: Return "original" signed page with the Region VII ESC contract signature page)





## Master Interlocal Agreement (MIA)

This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 11 (“ESC Region 11”) and Coppell Independent School District (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

### PREMISES

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

**WHEREAS**, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

### AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order contract, agreement, or other appropriate legal method from ESC Region 11; and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
5. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

#### Local Government

Coppell Independent School District (CISD)

Name of Local Government

200 S. Denton Tap Road, Coppell, TX 75019

Address of Local Government

Josette Dobbins, Purchasing Director; 214-496-8055

Contact Name and Telephone Number

Board President or Authorized Rep Signature /Date

Board Approval Date (if applicable)

#### ESC Region 11

1451 S. Cherry Lane

White Settlement, Texas 76108

Attn: Purchasing

Authorized ESC Representative Signature

Date

Authorized ESC Representative Title

## MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement (“Agreement”) is made by and between 791 Purchasing Cooperative (“791 COOP”) and [Coppell Independent School District](#) (“End User”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respective authorized officers, agents, and/or employees.

### PURPOSE

**WHEREAS**, the federal, state, and territorial governments of the United States of America have expressly authorized and encouraged the use of cooperative purchasing agreements to increase quality and efficiency in purchasing for public, publicly funded, and other legally authorized entities; and

**WHEREAS**, 791 Purchasing Cooperative LLC through its purchasing cooperative named 791 Purchasing Cooperative (791 COOP) is committed to providing cooperative purchasing contracts with lead public agencies to eligible organizations, including, but not limited to, public and private K12 schools, cities, counties, institutions of higher education, and other eligible units of government ("Authorized Users") in all states in order to increase quality and efficiency in purchasing; and

**WHEREAS**, 791 COOP is authorized to contract with the End User entity through Chapter 791 of the Texas Government Code, Chapter 252, 262, and 2269 of the Texas Government Code, Chapter 44 of the Texas Education Code, and other relevant federal and state laws to provide goods and service through legally compliant mechanisms; and

**WHEREAS**, The Parties wish to enter into this Agreement to maximize spending power of End User entity and provide increased efficiency in the sourcing and purchase of goods and services; and

**WHEREAS**, the governing bodies of the Parties, individually and corporately do hereby adopt and find the foregoing promises as findings of said Authorized Users; and

**NOW, THEREFORE**, premises considered, and in consideration of and conditional upon the mutual covenants and agreements herein, the Parties herein mutually agree as follows:

### AGREEMENT

- 1. Term:** This Agreement is effective for ten (10) years from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- 2. Permissions:** This Agreement shall: (1) Allow Authorized User/End User entities to purchase goods and services by purchase order, contract, agreement, or other legally permitted mechanisms through 791 COOP’s competitively awarded vendor list; (2) allow the Authorized User to access 791 COOP’s cooperative contracts to purchase products or services from vendors which have been awarded contracts through statutorily authorized methods; and (3) allow the Authorized User/End User entities to access 791 COOP subject matter expertise to facilitate best practices in sourcing and procurement.
- 3. Relationship:** The relationship between the Parties is that of the Independent Contractor. Neither Party has the authority to bind the other in any manner beyond the terms of this Agreement. The

End User entity may be required to enter into subsequent contractual arrangements with 791 COOP to ensure pricing, standards, and compliance, and for specific products or services.

4. **Confidentiality and Safeguarding:** To the extent permitted and/or required by laws of Authorized User's operation's jurisdiction, proprietary information and intellectual property of 791 COOP will be shielded from public inquiry without the prior written consent of 791 COOP.
5. **Venue and Governing Law:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and the venue shall be exclusively in Bexar County, Texas.

_____ Jeffrey Shokrian, CEO 791 Purchasing Cooperative	_____ Date
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<u>Josette Dobbins, Purchasing Director</u>	<u>8/28/2023</u>
Authorized User Representative	Date

<u>August 28, 2023</u>
Governing Body Approval Date

<u>Coppell Independent School District (CISD)</u>
Entity Name

<u>200 S. Denton Tap Road, Coppell, TX 75019</u>
Entity Address (Principal Office)

<u>214/496-6000</u>
Entity Contact Telephone Number

<u>purchasing@coppellisd.com</u>
Entity Contact E-mail Address

**791 PURCHASING  
COOPERATIVE  
BOARD / COMMISSIONERS  
COURT RESOLUTION**

STATE OF TEXAS

FOR: THE 791 PURCHASING  
COOPERATIVE

Coppell  
Independent

WHEREAS, the Board of Directors or Commissioners Court of School District , Coppell, Texas,  
(Named Public Agency), (City)

pursuant to the authority granted by TEX. GOV'T CODE § 791.001, *et seq*, desires to participate in the 791  
Purchasing Cooperative, and in the Opinion that participating in this program will be highly beneficial to  
the taxpayers through the anticipated savings to be realized.

Therefore, be it RESOLVED that the Coppell Independent School District requests a stated need for  
(Named Public Agency)

participation in 791 Purchasing Cooperative (791 Coop ) whereby \_\_\_\_\_  
(Name of Authorized Person)

is authorized and directed to sign and deliver any and all necessary requests and documents in connection  
therewith for and on behalf of Coppell Independent School District.  
(Named Public Agency)

I certify that the foregoing is a true and correct original Resolution duly adopted by the  
Coppell Independent School District and is filed on record at the 791 Coop office.  
(Named Public Agency)

In witness thereof, I have set my hand and signature this 28th day of August, 2023.

By: \_\_\_\_\_  
(Authorized Signature)

David Caviness  
(Printed Authorized Name)

Coppell ISD Board President  
(Title)

**This legal document will remain current on file until either party severs the agreement.**

# **Region 17 Education Service Center 2023-2024 West Texas Food Service Cooperative Interlocal Agreement**

## **SERVICE ABSTRACT**

### **Child Nutrition and Purchasing**

#### **Description:**

The goal of the Cooperative is to obtain substantial savings on specific food service items for member districts through volume purchasing. The highest quality products for the best possible prices will be sought. The district should benefit through cost savings, meeting federal and state procurement regulations, and receiving items meeting federal Child Nutrition Program requirements. 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).

**This agreement is entered into pursuant to the authority granted by Title 7 (Agriculture) of the Code of Federal Regulations, Chapter 791 of the Texas Government Code, and Chapter 8 of the Texas Education Code.**

### **EDGAR COMPLIANCE**

**CONTRACTS INVOLVING FEDERAL FUNDS:** Region 17 ESC may be unable to determine which of its agreements/contracts will be used by cooperative members using federal funds at the time of the procurement process. Therefore, Region 17 ESC intends to competitively procure each contract awarded by Region 17 ESC under Section 44.031 of the Texas Education Code and intends to comply with EDGAR and USDA regulations for every procurement action. To comply with EDGAR, Region 17 ESC will make an independent estimate of the value of goods or services in the current market before receiving bids or proposals. After Region 17 ESC receives bids and proposals, but before awarding a contract, Region 17 ESC will also conduct a price or cost analysis and document its findings. For contracts at or above \$50,000 cooperative members must verify that Region 17 ESC fulfilled its requirement to conduct a cost or price analysis in order to benefit from the ability to purchase goods and services from its purchasing cooperatives directly without the need for additional procurement activities or documentation. Region 17 ESC will provide its *Independent Estimate Determination Form* and *Determination of Cost or Price Reasonableness Form* to a cooperative member upon request, but Region 17 ESC recommends that when circumstances necessitate separate evaluation of lump-sum pricing, cooperative members also conduct an independent evaluation of cost or price reasonableness tailored to the cooperative member's specific purchases so that the cooperative member can independently determine the reasonableness of the cost/price of the particular purchase. Stated differently, if the cooperative member's verification of Region 17 ESC's compliance with EDGAR reveals that the lump-sum price includes goods or services for which Region 17 ESC



could not have performed a cost or price analysis, the cooperative member should conduct an independent cost or price analysis.

## **I. Term of Contract**

The term of this contract shall be from the date of acceptance by authorized District personnel through July 31, 2024. The participating party(ies) may with mutual agreement among all other participating parties, rescind the Commercial Purchasing and/or Full-Service component of this contract with a thirty (30) 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. For general termination information, see Section VII.

**A signed agreement or at least a verbal commitment from district must be received by the WTFSC by March 31, 2023 for district to participate in commodity processing for contract year.**

## **II. General Provisions**

In accordance with United States Department of Agriculture (USDA) regulation and Texas Department of Agriculture (TDA) guidance in the Administrator's Reference Manual Section 17c, the Cooperative is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Consequently, at the end of the contract year, the Cooperative must return all profit in excess of the profit margin as described in the contract to the participating Cooperative's members, i.e., Contracting Entities. The Cooperative's "profit margin", for purposes of this Agreement, shall be the revenue received by the Cooperative through the charging of the vendor fee set forth in "Fee" section below minus the expenses to the Coordinating Center to operate the Cooperative. The Coordinating Center shall retain the profit margin; however, revenue received in excess of the profit margin ("unanticipated profit"), if any, shall be distributed to the Cooperative's members.

## **III. Fee**

No fee shall be charged to members of the Cooperative.

The USDA 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. To provide this revenue, a fee of .85% of each district Commercial Purchase is charged to the vendor through a Vendor Participation Fee. Through the Commodity Processing bids, a per-truckload fee of \$500.00 is charged to the processor as an Administrative Processing Fee. 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. ESC 17 (Coordinating Center) will be responsible for the following:**

- Provide for the organizational and administrative structure of the cooperative.
- Provide for staff time necessary for efficient operation of the cooperative.
- Host Regional Advisory Board meetings for commercial bid purchasing and commodity processing components.

- Provide onsite and/or technology based regional and/or area trainings as requested/necessary.
- Initiate and implement activities related to the bidding and vendor selection process, in accordance with formal procurement procedures for Texas public schools.
- Review annual fiscal report with member districts at a Fall Advisory Board Meeting.
- Provide districts with Service Report/Product Comment Forms to address quality assurance and vendor complaint issues consistently.
- The Cooperative will not be held responsible for product warranties, product qualities, failure to deliver by vendor(s), or failure of payment to vendor(s) by participating members.
- Manage awarded contracts including:
  - Utilizing cost/price analysis
  - Maintaining awarded catalog(s)
  - Monitoring addition of new goods and/or services
  - Monitoring value of contract(s), i.e., Material Change
    - Material change means a modification that exceeds and/or alters the terms of the original contract between WTFSC, its cooperative members, and Vendor in the amount of 10% of total contract value.

**V. Role of the participating district:**

- Commit to participate in the Cooperative by resolution of the governing body.
- Designate a contact person for the Cooperative.
- Return all necessary forms to the Cooperative in a timely fashion with appropriate signatures.
- Abide by directives and decisions of the Regional Advisory Boards and Coordinating Center.
- Abide by Texas Department of Agriculture Roles and Responsibilities for Further Processing of USDA Foods as per the Contract Packet via TX-UNPS.
- Prepare purchase orders issued to the appropriate vendor(s)/processor(s) from the official award list provided by the Cooperative.
- Accept shipments of products in accordance with standard HACCP delivery procedures and the Cooperative delivery agreements.
- 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.
- Manage awarded contracts including:
  - Notifying WTFSC of issues regarding vendors and product quality by submitting the Service Report/Product Comment Forms as necessary
  - Following proper procedures to request additional items to be added to bid catalog
  - Verify accuracy of invoices and authorizing payments consistent with contract terms
  - Monitor any changes to the contract through the amendment process allowed by the terms of the contract

## **VI. Amendments**

This agreement may be amended only by agreement of both parties. Amendments may include:

- Change in Contract Options
- Change in Designee

## **VII. Termination of Contract**

This agreement may be terminated for any of the following reasons:

- The Cooperative member submits a written thirty (30) day notice to the ESC terminating the Agreement.
- The Coordinating Center gives the district thirty (30) days written notice that the district has failed to uphold outlined roles of the agreement.
- The Coordinating Center gives the district thirty (30) days written notice of regulation changes that void the contract

## **VIII. Additional Info**

- Compensation. The parties agree that the contractual payments under this Agreement and any related exhibits and documents are amounts that fairly compensate ESC 17 for the services or functions performed under the Agreement.
- Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Lubbock County, Texas, unless otherwise mandated by law.
- Warranty. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

## Contract Options

- ☐ Commercial Food Purchasing (Through awarded distributor. Example: Labatt)
- ☐ Commodity Processing (Must participate in the USDA/TDA commodity processing program)
- ☐ Full-Service Delivery (Milk, Bread, Novelties, etc. shipped direct to CE. Example: Gandy's)
- ☐ Designee (click here to enter designee information)  
Child Nutrition Director or Cafeteria Manager authorized to coordinate all Cooperative activities with WTFSC/ESC 17 staff

Designee's Name: \_\_\_\_\_

Designee's Title: \_\_\_\_\_

Designee's Email: [ejlozano@coppellisd.com](mailto:ejlozano@coppellisd.com)

Designee's Phone Number: \_\_\_\_\_

ESC Region #:

[David Caviness, CISD Board President](#)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**West Texas Food Service  
Cooperative**

*Growing Successful Partnerships*

**PERMISSION GRANTED FORM**

The Interlocal Agreement was entered into on \_\_\_\_\_, **20<sup>23</sup>** (the “Agreement”) pursuant to the authority granted by Chapter 791 of The Texas Government Code and Chapter 8 of The Texas Education Code, by and between \_\_\_\_\_ **Coppell** **Independent School District** (the “District”) and West Texas Food Service Cooperative/ Region 17 Education Service Center.

District listed is granted West Texas Food Service Cooperative permission access to the following Commodity programs.

☐ Processor Link  
☒ K-12

**Designee**

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

Designee Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

\_\_\_\_\_ ISD

West Texas Food Service Cooperative

\_\_\_\_\_  
Authorized: Printed Name

\_\_\_\_\_  
Authorized: Signature

\_\_\_\_\_  
Dorothy Glenn, Lead Purchasing Specialist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date