



UNITED INDEPENDENT SCHOOL DISTRICT

AGENDA ACTION ITEM

Topic: Consideration for approval of updated Resolution to participate in Region One Education Service Center General Purchasing Cooperative and the following special purchasing cooperative programs, Child Nutrition Program- South Texas Coop, and Region One ESC – Library Services and Media Cooperative

Submitted by: Cordelia Jackson **Of:** Director of Purchasing

Approved for transmittal to school board: September 20, 2011

Recommendation:

Staff recommends that the UISD Board of Trustees approve the attached updated Resolution, authorizing the participation of the District in the Region One Education Service Center General Purchasing Cooperative and the following special purchasing cooperative programs, Child Nutrition Program- South Texas Coop, and Region One ESC – Library Services and Media Cooperative. Region ESC recently updated their cooperative resolution to encompass the aforementioned programs into one single document.

Rationale:

Continuing to participate in the Region One Education Service Center General Purchasing Cooperative along with the Child Nutrition Program- South Texas Coop and Region One ESC – Library Services and Media Cooperative will provide an additional purchasing source for diverse personal property items such as food products, general merchandise, and library products and services. This agreement is governed under Texas Education Code Section 44.031, Interlocal Contracts.

Budgetary Information:

The Region One Education Service Center General Purchasing Cooperative is free of charge. The Child Nutrition Program- South Texas Coop and Region One ESC – Library Services and Media Cooperative currently have the following per student cost:

Child Nutrition Program	\$0.35 per student
Library Services and Media Cooperative	\$3.00 per student

Board Policy Reference and Compliance

CH Local – Purchasing and Acquisition
Texas Education Code Section 44.031
Texas Government Code Chapter 791

**REGION ONE EDUCATION SERVICE CENTER
PURCHASING COOPERATIVE**

GENERAL INTERLOCAL MEMBERSHIP AGREEMENT

This **GENERAL INTERLOCAL MEMBERSHIP AGREEMENT** (hereinafter the “Agreement”) is entered into by and between the Region One Education Service Center (hereinafter the “ESC”) and **United Independent School District**, (hereinafter the “Member”) under authority of Chapter 791 of the Texas Government Code.

1. **Purpose.** The purpose of this Agreement is to facilitate the Member’s compliance with the competitive procurement requirements for purchases through an Interlocal contract under Chapter 791 of the Texas Government Code, as authorized by Texas Education Code §44.031(a)(4); to relieve Member of the administrative burden of soliciting and obtaining prices from qualified vendors for the purchase goods and services; and to obtain potential savings for members through aggregation of demand and volume purchasing.
2. **Scope.** The scope of this Agreement is limited to the purchase of goods or service, other than engineering or architectural services or construction services, within the specified purchasing programs sponsored by ESC. The purchase of goods includes the purchase of any services reasonably required for the installation, operation, or maintenance of the goods. Otherwise, this Agreement is not limited in scope.
3. **General Membership.** To enroll in the Region One ESC General Purchasing Cooperative, requires the approval of this Agreement by the Member’s governing body and by the Region One ESC Board of Directors. The General Purchasing Cooperative Program encompasses all of the ESC-sponsored purchasing cooperative programs currently active or which may become active, and which do not require payment of a special membership fee (see Paragraph #4). From time-to-time, the ESC may notify the Member of new general purchasing cooperative programs which it is activating, and poll membership interest in participating in such program.
4. **Special Membership Fee.** Membership in the General Purchasing Cooperative Program is a pre-requisite to enrolling as a member in the Special Purchasing Cooperative Program. The Special Purchasing Cooperative Program encompasses a group of ESC-sponsored purchasing cooperative programs which are currently active or which may become active, and which require the payment of an annual, non-refundable special membership fee (hereinafter the “special membership fee”). Each Special Purchasing Cooperative Program is governed by additional program-specific terms and conditions. To activate membership in any special purchasing cooperative program, a Member must pay the special membership fee required by each such program.

The ESC, presently, sponsors the following special cooperative purchasing programs:

- A. **Child Nutrition** (Exhibit “B”)
- B. **Library Services, Technology & Instructional Media** (Exhibit “C”)

The special membership fee and program-specific terms and conditions of each special cooperative purchasing program are set out in the Exhibit indicated for each program. The Exhibit for each program is attached to this Agreement and incorporated herein by reference for all purposes. This special membership fee shall be used by ESC to defray its reasonable administrative costs incurred in the supervision and administration of this Agreement. From time-to-time, the ESC may notify the Member of new special cooperative purchasing programs which it is activating, and poll membership interest in participating in such program.

5. **Membership Term.** The membership year for each purchasing cooperative program commences on September 1, and ends on August 31 of each calendar year, unless sooner terminated under terms of this Agreement. The annual special membership fee covers enrollment through the end of a membership year only.

6. **Contract Supervision and Administration.** The ESC is hereby designated the entity that shall supervise the performance of this Agreement. The ESC may employ personnel, perform administrative activities, and provide administrative services necessary to perform this interlocal contract. In its discharge of this responsibility, the ESC shall be responsible for:

- a. Soliciting requests for quantity demands from Members for goods and services;
- b. Preparing specifications for procurement of goods and services;
- c. Making public solicitations for prices from potential vendors for goods and services;
- d. Qualifying potential vendors and the vendor's goods or services, based on published criteria;
- e. Provide sufficient staff for efficient operation of the purchasing program;
- f. Tabulating price quotes, unit prices, and other information provided by vendors on goods and services and making this information available for Members;
- e. Provide Members with procedures for ordering, delivery, and billing.

6. **Amendments.** The ESC may, from time to time, amend the terms of this Agreement, including a change in program selection and an adjustment in the membership fee, as may be necessary for the reasonable supervision and administration of this Agreement and to defray its reasonable administrative costs. No amendment shall become effective until the beginning of the next renewal year; provided, the ESC has provided not less than 60 days written notice to the Members.

7. **Termination.** This Agreement may be terminated for any the following reasons:
- a. Voluntary.
 - (1) The Member submits a written notice to the ESC terminating the Agreement.
 - b. Involuntary (without notice).
 - (1) The Member fails to pay the annual renewal membership fee.
 - c. Involuntary (with notice)
 - (1) The Member fails to abide by the terms of this Agreement and any guidelines which the ESC may adopt for the reasonable and efficient supervision and administration of this Agreement.
 - (2) The ESC gives written notice to the Member, at least ten (10) days prior to the first day of September, informing the Member that the ESC no longer intends to sponsor the purchasing cooperative.
 - (3) The ESC gives the Member thirty (30) days written notice that the Member has failed to abide by this Agreement, the Guidelines of the Purchasing Cooperative, or any procedure of the Cooperative.

8. **Program Agent.** The Member shall designate, in writing, the person or persons, who shall have express authority to represent and bind the Member in the administration of this Agreement, with respect to each purchasing program, and the ESC will not be required to contact any other individual regarding program matters:

9. **Current Revenue.** The Member hereby warrants that all payments, contributions, fees and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.

10. **General Conditions.** The General Conditions to this Agreement are, as follows:

- a. **Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- b. **Legal Counsel.** The ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- c. **Purchase Contracts.** The ESC shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor procured by the ESC.

- d. No Warranty. The ESC does not warrant, sponsor, or endorse the goods or services of any vendor procured under this Agreement.
- e. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Hidalgo County, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
- f. Compliance with Procurement Laws. The ESC shall endeavor to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible to for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of September 20, 2011.

REGION ONE ESC

MEMBER

By: _____
 Jack C. Damron
 Executive Director

By: _____
 Typed
 /Printed Name: Roberto J. Santos

Date: _____

Title: Superintendent

Date: September 20, 2011

**REGION ONE EDUCATION SERVICE CENTER
PURCHASING COOPERATIVE**

MEMBER CERTIFICATION

We, the undersigned, certify that this **INTERLOCAL MEMBERSHIP AGREEMENT** was placed on the agenda of a duly called meeting of the Member's board of trustees, and was approved by majority vote of the quorum present at said duly called meeting held on the **20th** day of **September, 2011**, and said official action was recorded in the minutes of the meeting.

Name: **Judd Gilpin**
Board President
Date: **September 20, 2011**

ATTEST:

Name: **Ricardo Rodriguez**
Secretary of the Board
Date: **September 20, 2011**

[SEAL]

INTERLOCAL PARTICIPATION AGREEMENT
EXHIBIT B
Child Nutrition Program – South Texas Coop

This Interlocal Participation Agreement (“Agreement”) is entered into by and between the Child Nutrition Program – South Texas Coop (“CNP-STC”), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas (“Cooperative Member”). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function and to realize the various potential economies, including administrative cost savings for STC- Cooperative Members.

TERMS AND CONDITIONS

1. **Interlocal Cooperation Agreement Exhibit B.** The Cooperative Member by the adoption and execution of the Interlocal Agreement and Exhibit B hereby agrees to execute and become a STC - Cooperative Member by executing an Additional Party Agreement.
2. **Term.** The initial term of this Agreement shall commence on the **20th** day of **September, 2011**, and continue until 12:01 am on the 1st day of the same month, for one year, unless sooner terminated as provided herein. **This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renews.**
3. **Termination.**
 - a. **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member following the end of the bid cycle period with a thirty (30) day prior written notice to the Cooperative; provided all charges owed to the Cooperative have been fully paid.
 - b. **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative, or any procedure of the Cooperative.
 - c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under the provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative.

The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.** The Cooperative Member agrees to pay STC member fee based on a plan developed by the Cooperative to cover costs of operation. Contributions are payable upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
5. **Cooperative Reporting.** The Cooperative shall provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.

TO BE COMPLETED BY THE COOPERATIVE MEMBER:

United Independent School District

(Name of Local Government)

Coordinator for the

Cooperative Member is:

Raul Ramirez, Director of Food Service

Name

5201 Bob Bullock Loop

Address

Laredo

City

TEXAS, 78041

(Zip Code)

(956) 473-6556

Phone

(956) 473-6595

Fax

rramirez@uisd.net

E-mail Address

Region One ESC Child Nutrition Program ~ South Texas Cooperative

Address:	1900 W. Schunior Edinburg, Texas 78541
Phone:	956.984.6123
Contact Name:	Mark Wallace
Email:	mwallace@esc1.net
Website:	www.esc1.net/southtexascoop
Overview of Services:	<p>The South Texas Co-op plays an integral part in achieving healthy school meals and efficient business practices by ensuring high quality, customer satisfying, cost effective food and supplies. The primary focus of the co-op is to assist participating members in the administration of a fiscally sound Child Nutrition Program through compliance with bid law requirements. Through an Interlocal Agreement the South Texas Co-op acts as a coordinating center for all competitive bids and proposals; authority for such services is granted under Chapter 791 of the Texas Government Code, as authorized by Texas Education Code §44.031 (a)(4).</p> <p>Currently, the STC administers the following fifteen (15) bids/proposals and strives to continually expand the products and services offered to its members:</p> <ul style="list-style-type: none"> Bread & Tortilla Products Cafeteria Dining Decor Dairy & Juice Products Discounted Warehouse Proposal Dispensed Products Facility, Linen & Uniform Services Food Service Full Line Items (Food) Frozen Dessert Products Further Processing of USDA Foods (Commodity Processing) Janitorial Supplies & Paper/Plastic Products Removal of Grease Traps & Barrels Small Kitchen Wares & Equipment Special & Opportunity Buys Uniforms & Marketing Items Wireless Temperature Control Systems <p>All requests for competitive bids and proposals are advertised in local newspapers and posted on our Website.</p>
Membership Fee:	Membership fees are paid annually by members; \$0.35 per enrolled student, or a minimum of \$1,500.00. Membership fees for participation in purchasing cooperatives is an allowable expense under Child Nutrition regulations.
Food Service Product Expo:	The South Texas Co-op hosts a Food Service Product Expo every other year. The next Expo is scheduled October 20th, 2011. Exhibits include food and non-food items with over 100 vendors participating. Learning sessions are also available, including a Further Processing of USDA Foods (Commodity Processing) Forum where manufacturers present items available for further processing and participants learn about the different value pass through options.
Member Benefits:	Members gain greater buying power with a substantial cost savings through the South Texas Co-op due to the large volume of products that are purchased collectively. Most Child Nutrition Program procurement needs are taken care of through the bids/proposals offered through the Co-op, alleviating the administrative burden and costs associated with the bid process. In addition, the CNP-STC acts as a liaison to handle resolution of any problems with awarded CNP-STC products, services, manufacturers, distributors, and/or vendors. Technical assistance and training is provided to members regarding procurement, the utilization of USDA Foods (commodities), and Further Processing of USDA Foods (Commodity Processing). Membership also includes the School Nutrition Consortium tools: cycle menus, food production records, recipes, etc... at no additional charge.

INTERLOCAL PARTICIPATION AGREEMENT
EXHIBIT C
Region One ESC – Library Services Cooperative

This Interlocal Participation Agreement (“Agreement”) is entered into by and between the Region One ESC – Library Services Cooperative, an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas (“Cooperative Member”). The purpose of this Agreement is to obtain significant savings on digital resources, to provide staff development on library-related topics, to provide support for school library programs and to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function and to realize the various potential economies, including administrative cost savings for Cooperative Members.

WITNESSTH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code (the “Act”), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 20th day of September, 2011.

NOW BE IT RESOLVED, that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed in the this agreement, does hereby agree to the following terms, conditions and general provisions.

TERMS AND CONDITIONS

6. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated September 20, 2011 and all further amendments as may be made in the future and further agrees to execute and become a Cooperative Member by executing an Additional Party Agreement.
7. **Term.** The initial term of this Agreement shall commence on the 20th day of September, 2011, and continue until 12:01 am on the 1st day of the same month, for two years, unless sooner terminated as provided herein.
8. **Payments.** The Cooperative Member agrees to pay member fee based on a plan developed by the Cooperative. Contributions are payable upon receipt of an invoice from the Cooperative. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
9. **Cooperative Reporting.** The Cooperative shall provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Guidelines.** The Cooperative Member agrees to abide by the Guidelines of the Cooperative, as they may be amended, and any all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and / or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
6. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention or participate in a judicial, Administrative or other governmental proceedings or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearance of the Cooperative and / or any past or current Cooperative Member in litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected

by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

7. **Governance.** The Cooperative shall be governed by the Region One ESC Board of Trustees (“Board”) in accordance with the Guidelines.
8. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Guidelines, Organizational Interlocal Agreement and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
10. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid and delivered to the Administrator for Business/Finance Services, Region One ESC, 1900 West Schunior Street, Edinburg, TX 78541-2233.
11. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Hidalgo County, Texas.
12. **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.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of **September 20, 2011**.

TO BE COMPLETED BY THE COOPERATIVE MEMBER:

United Independent School District

(Name of Local Government)

By: _____
(Signature of authorized representative of Cooperative Member)

Date: **September 20, 2011**

Roberto J. Santos, Superintendent

(Printed name and title of authorized representative)

Region One Education Service Center

1900 West Schunior ♦ Edinburg, TX 78541 ♦ Phone (956) 984-6000 Fax (956) 984-7655

Cost Analysis for Library Services and Media Cooperative Membership 2011-2012

Resource/Service	Co-op Cost	Approximate cost if district purchases directly from vendor
Discovery Education Video	No additional cost	\$1.20 (not available directly from vendor)
netTrekker	No additional cost	\$1.99
NewsBank	No additional cost	\$.55
World Book Online	No additional cost	\$.55
Britannica Curriculum Package	No additional cost	\$.60
Teachingbooks.net	No additional cost	\$.16 average cost
Staff Development Workshops	No additional cost or discounted cost	\$50 - \$100 per workshop
On-site Staff Development	Districts receive from ½ - 4 days of on-site staff development at no cost based on student enrollment	\$800 per day
Totals	\$3.00 per student	\$5.00+ per student plus cost for staff development workshops