West Texas Food Service Cooperative
2011-2012 Interlocal Agreement
ESC Contact: Shelly Robinson
806-281-5809

Region 17
EDUCATION SERVICE CENTER

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
_____Dalhart_____ ISD personnel through July 31, 2012. The participating party(ies) may with mutual agreement among all other participating parties, rescind the contract with a ninety (90) day written notice with continued participation until all commodity processed 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. Initiate and implement activities related to the bidding and vendors selection process, in accordance with competitive bidding procedures for Texas public schools.
5. Review annual fiscal report with member districts at Advisory Board Meeting in November.
6. Provide districts with Service Report/Product Comment Forms to address quality assurance and vendor complaint issues more consistently.
7. 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. Provide committed quantities for each of the items to be processed.
5. Prepare purchase orders issued to the appropriate vendor(s)/processor(s) from the official award list provided by the Cooperative.
6. Accept shipments of products in accordance with standard HACCP delivery procedures and the Cooperative delivery agreements.
7. 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.
8. Abide by decisions of the Regional Advisory Boards and Coordinating Center.
9. Notify ESC 17 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. 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. Districts, even though incurring the fee indirectly, pay no fee directly to the Cooperative for participation.

IV. **Component Participation**

Please check area(s) of desired participation

☑ Commercial Food Purchasing

☑ Commodity Processing

V. **Designee**

Person responsible at District to coordinate all Cooperative activities with the ESC 17 Purchasing Specialist and Coordinator.

Designee: Donna McGinnis

VI. **Authorization**

Dalhart _____ ISD

Region 17 Education Service Center
152-950

_____
Authorized Signature

_____
Kyle Wargo, Executive Director

_____
Date

_____
Date