

**COPY****INTERLOCAL PARTICIPATION AGREEMENT****For the****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 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 1<sup>st</sup> day of September, 2005.

**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 this agreement, does hereby agree to the following terms, conditions and general provisions.

## TERMS AND CONDITIONS

1. **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, 2005 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.
2. **Term.** The initial term of this Agreement shall commence at 12:01 am on the 1<sup>st</sup> day of September, 2005 and continue until 12:01 am on the 1<sup>st</sup> day of the same month, 2006, 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 renewals.
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 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 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 member fee based on a plan developed by the Cooperative. 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.

## 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 amount 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 request 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. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have expressed authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **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.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention or participate in ad 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 a 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.
8. **Governance.** The Cooperative shall be governed by the Region One ESB Board of Trustees ("Board") in accordance with the Guidelines.

9. **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.
10. **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.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid and delivered to the Operations Coordinator, Region One ESC, 1900 West Schunior, Edinburg, TX 78541.
12. **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.
13. **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 August 23, 2005.

**BOARD RESOLUTION****OF**

Hidalgo County Head Start Program \_\_\_\_\_, AND  
(Name of Local Government)

**COOPERATIVE MEMBER**

WHEREAS, the Hidalgo County Head Start Program \_\_\_\_\_, local Government, (hereinafter "Cooperative Member") pursuant to the authority granted by Article 791 et seq of the Interlocal Cooperative Act, as amended, desires to participate in the purchasing program of the Cooperative;

WHEREAS, Hidalgo County Head Start Program \_\_\_\_\_, Local government has elected to be a Cooperative Member in the Child Nutrition Program - South Texas Cooperative (hereinafter "Cooperative") a program created by local governments in accordance with and pursuant to the Interlocal Cooperation Act (Act"), Chapter 791, Texas Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in a cooperative interlocal agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, Objectives, programs, functions and services.

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Member does request that the Cooperative include its stated needs for all categories of food service goods and services, including commodity processing services and janitorial and paper products, on the Cooperative's Purchasing Program and award contracts for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate.

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Cooperative Member does hereby authorize its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement, which the adoption and approval of the Organizational Interlocal Agreement.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of trustees, had and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, power and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by

Hidalgo County Head Start Program, local government on the

23<sup>rd</sup> day of August, 2005, and that the same now appears of record in its official minutes.

Adopted and approved this 23<sup>rd</sup> day of August, 2005.

Hidalgo County Head Start Program, Cooperative Member

By: [Signature] Date: \_\_\_\_\_  
(It's Representative)

Title County Judge

Approved by Commissioners' Court  
on 8-23-05

ATTEST:

Juan D Salinas III Date: 10-4-05  
J.D. Salinas III, County Clerk

APPROVED AS TO FORM  
Atlas & Hall, L.L.P.

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

**TO BE COMPLETED BY THE COOPERATIVE:**

**CHILD NUTRITION PROGRAM – SOUTH TEXAS COOPERATIVE**, as acting on behalf of all other Cooperative Members

By: *Sylvia Hatton*  
Dr. Sylvia Hatton, Executive Director

Date: 9/06/02

**TO BE COMPLETED BY THE COOPERATIVE MEMBER:**

Hidalgo County Head Start Program  
(Name of Local Government)

By: *Teresa Flores*  
(Signature of authorized representative of Cooperative Member)

Date: 9-8-05

~~Rancho Grande~~ Teresa Flores  
(Printed name and title of authorized representative)

Coordinator for the

Cooperative Member is: San Juanita Rangel-Child Nutrition Director

Name

P.O. Box 0117

Address

Edinburg

City

TEXAS, 78540-0117

(Zip Code)

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sjrangel@hchsp.org

E-mail Address

APPROVED AS TO FORM:

*Ricardo Gonzalez*

Head Start Policy Council Attorney

Ricardo Gonzalez

Oxford and Gonzalez

P.O. Box Drawer 650

Edinburg, Texas 78539

PC Approved: 08-17-2005

CC Approved: 08-23-2005

*Approved as to Form:  
Hidalgo + HCHSP  
37: HCH*