

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 1st 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 1st day of September, 2005 and continue until 12:01 am on the 1st 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.

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

Adopted and approved this 23rd day of August, 2005.

Hidalgo County Head Start Program, Cooperative Member

By: [Signature] Date: 9-13-05
(It's Representative)

Title County Judge Approved by Commissioners' Court
8-23-05

ATTEST:

[Signature] Date: 10-4-05
J.D. Salinas III, County Clerk

TO BE COMPLETED BY THE COOPERATIVE:

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

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

Date: 9/06/05

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

~~Ramon Garcia~~ 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)

(956) 380-4129
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(956) 383-0706 Ext. 104
Phone

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 630
Edinburg, Texas 78539

APPROVED AS TO FORM

Atlas & Hall, L.L.P.
By: *Atlas & Hall*
Date: 9-28-05

PC Approved: 08-17-2005

CC Approved: 08-23-2005