

**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 \_\_\_\_\_, (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. **Texas Energy Center/Electricity Aggregation Pool** (Exhibit “A”)
- B. **Child Nutrition Program – South Texas Cooperative** (Exhibit “B”)
- C. **Library Services and Media Cooperative** (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.** 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 shall apply to the initial term and all renewals. The membership year for each purchasing cooperative program commences on September 1 through August 31 of each calendar year. 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.

7. **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.

8. **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.

**9. 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:

**10. 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.

**11. 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 \_\_\_\_\_, 20\_\_.

**REGION ONE ESC**

**MEMBER**

By: \_\_\_\_\_  
 Dr. Cornelio Gonzalez  
 Executive Director

By: \_\_\_\_\_  
 Typed Name: \_\_\_\_\_

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

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

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

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**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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said official action was recorded in the minutes of the meeting.

\_\_\_\_\_  
Name:  
Board President  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name:  
Secretary of the Board  
Date: \_\_\_\_\_

*[SEAL]*