

## BOARD OF TRUSTEES AGENDA

|                                   |   |                                  |
|-----------------------------------|---|----------------------------------|
| <input type="checkbox"/> Workshop | <input checked="" type="checkbox"/> Regular | <input type="checkbox"/> Special |
|-----------------------------------|---|----------------------------------|

- (A) ☐ Report Only ☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) ☒ Action Item

Presenter(s): **ISMAEL MIJARES, DEPUTY SUPERINTENDENT FOR BUSINESS AND FINANCE**  
**ROLANDO SALINAS, DEPUTY SUPERINTENDENT FOR DISTRICT OPERATIONS**  
**MARIO GARCIA, FOOD SERVICE DIRECTOR**  
**LUIS VELEZ, PURCHASING DIRECTOR**

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE, IN ACCORDANCE WITH BOARD POLICY CH, THE INTERLOCAL AGREEMENT TO PARTICIPATE IN THE EDUCATION SERVICE CENTER REGION 20, TEXAS 20 PURCHASING COOPERATIVE AND THE BOARD DELEGATES THE SUPERINTENDENT OR DESIGNEE THE AUTHORITY TO MAKE RELATED BUDGETED PURCHASES OF GOODS OR SERVICES AS PER BOARD POLICY CH.

- (C) Funding source: Identify the source of funds if any are required.

BUDGETED FUNDS

- (D) Clarification: Explain any question or issues that might be raised regarding this item.

SEE ATTACHED MEMORANDUM



## MEMORANDUM

**To:** Mr. Ismael Mijares, Deputy Superintendent for Business and Finance

**From:** Mr. Luis A. Vélez, Purchasing Director

**Date:** Tuesday, April 2, 2024

**Subject:** **Interlocal Agreement - Texas 20**

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In accordance with Board Policy CH, please accept this request to allow the Department of Purchasing to participate and have access to the interlocal agreement with the Education Service Center Region 20, Texas 20 Purchasing Cooperative so we can centralize purchasing activities and increase purchasing power. By entering into this interlocal agreement, the list of available resources from where to procure from will not only be expanded, but will also ensure compliance with competitive bidding requirements at reduced costs.

If you have any questions or need more information regarding this matter, please contact me at the Purchasing Department.




# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

## *Food Service Department*

### MEMORANDUM

TO: Luis Velez, Purchasing Director

FROM: Mario E. Garcia, Food Service Director 

DATE: April 12, 2024

SUBJECT: TEXAS 20 REVISED INTERLOCAL AGREEMENT

Due to TDAs transition of moving from TX-UNPS to WBSCM, entering requested processing pounds will now be the responsibility of each CE instead of the cooperative. Due to this change Texas 20 is requesting that we sign an interlocal agreement.

Please feel free to contact me regarding this matter.

Thank You

XC: Rolando Salinas, Deputy Superintendent for District Operations



# INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: \_\_\_\_\_

County/District Number: \_\_\_\_\_

## General Provisions

This Interlocal Agreement is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Inter-local Cooperation Act, Chapter 791, Texas Government Code*. Agreement between TEXAS 20 Purchasing Cooperative and members choosing to participate in processing of USDA Foods and/or Commercial Purchasing.

This agreement shall be automatically renewed unless either party gives ninety (90) days prior notice of non-renewal. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

TEXAS 20 Purchasing Cooperative and member agree on maintaining an effective advisory group that provides support to the TEXAS 20 Purchasing Cooperative team.

TEXAS 20 Purchasing Cooperative member agrees to comply with all requirements for receiving, handling, distributing, transporting, storing, and/or using USDA Processed Foods as provided in the TDA policy handbooks, and USDA regulations and instructions, including requirements relating to dry, chilled and frozen product received directly from USDA/TDA approved and TEXAS 20 Purchasing Cooperative awarded processors.

TEXAS 20 Purchasing Cooperative member agrees to effectively manage entitlement dedicated in TDA's electronic system to Commodity Processing and coordinate with the Co-op Coordinator the use of commodity processing balances on a timely basis.

TEXAS 20 Purchasing Cooperative member agrees on a regular basis, to track and manage USDA Foods processing inventory balances in processor's tracking system (e.g., K12, ProcessorLink, etc.); verify for accuracy end products sold through a distributor, including commodity value discounts and pounds used; verify processing option(s); delivery destination; and assigned distributor.

TEXAS 20 Purchasing Cooperative member agrees to verify receipt of end products delivered by the state contracted warehouse, awarded vendors, distributors and manufacturers, back door deliveries or directly to the direct to district warehouse to ensure:

1. End products received match delivery order form.
2. End products received match bill of lading prior to signing delivery invoice.
3. Damaged cases are not accepted; note damages on the bill of lading and return to driver.
4. Report to processing co-op coordinator any issues and/or concerns with USDA Food processing and commercial purchasing products and services. TDA will be notified if applicable.

TEXAS 20 Purchasing Cooperative member agrees to communicate with the Co-op coordinator and USDA approved commodity processor regarding commodity pound transfers, within the co-op, to the same awarded processor. Members must provide justification when requesting to transfer pounds to a different processor through TEXAS 20 Purchasing Cooperative for evaluation to determine if notification meets requirement for TDA approval or denial.

TEXAS 20 Purchasing Cooperative member agrees to utilize processing pounds in a timely manner and comply with federal regulations to not exceed a six-month inventory supply.



# INTERLOCAL AGREEMENT



## Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: \_\_\_\_\_

County/District Number: \_\_\_\_\_

TEXAS 20 Purchasing Cooperative and member ensure all initiated request for proposals follow the State and Federal procurement regulations and requirements, which include commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative will provide members with a procurement timeline schedule. Member agrees to meet all TEXAS 20 Purchasing Cooperative deadlines.

TEXAS 20 Purchasing Cooperative maintains procurement information, files and records for the purpose of ensuring the availability of documentation and compliance with established policies and regulatory guidelines. TEXAS 20 Purchasing Cooperative website provides a source of communication and resources for members. TEXAS 20 Cooperative team provides technical assistance to maximize resources.

TEXAS 20 Purchasing Cooperative member agrees to provide TEXAS 20 Co-op team the description of items and accurate quantity projections to ensure solicitation integrity, which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative will conduct ongoing analysis of velocity reports comparing the estimated quantity provided to the distributor/vendor/manufacturer to the actual quantity of product purchased, which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative shall send request for proposal invitations to all approved USDA/TDA processors. Those processors submitting the RFP by the opening deadline and having completed the processing agreements with TDA will be considered. The Co-op Coordinator will negotiate pricing to designate award/non-award processors.

TEXAS 20 Purchasing Cooperative member agrees to submit in writing the request approval to use the Direct to District option. The member accepts the responsibility of verifying deliveries, reconciling drawdowns, resolving issues with shorts, overages, and damages, and any other issues that may arise directly with the processor.

TEXAS 20 Purchasing Cooperative member is expected to honor all contracts and is obligated to purchase the products and or services listed on the contract from the awarded contractor. The member cannot buy these items from another vendor unless the quantity described in the contract has been exhausted, or the contract has been legally terminated. When the quantity is exhausted or the contract has been legally terminated, the member must correctly procure the products and/or services through a new solicitation. Timely payments must be made to vendors who receive proposal awards.

The TEXAS 20 Purchasing Cooperative reserves the right, but is not obligated, to add additional members and allow participation. A member may not be able to participate if purchases materially change the existing contract(s). The Member may become active upon any new bids or rebids being awarded.

### **Authorization**



# INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: \_\_\_\_\_

County/District Number: \_\_\_\_\_

By 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.

## School District or Public Entity

## Education Service Center, Region 20

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Executive Director \_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title of Contact Person

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State ZIP

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## Fwd: Updated Interlocal Agreement Needed

1 message

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**Mario Garcia** <mgarcia10@eaglepassisd.net>  
To: LUIS VELEZ <lvelez@eaglepassisd.net>

Tue, Apr 2, 2024 at 9:19 AM

Mario E. Garcia  
Food Service Director  
Eagle Pass Independent School District

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Office: (830) 773-0287  
Email: [mgarcia10@eaglepassisd.net](mailto:mgarcia10@eaglepassisd.net)

----- Forwarded message -----

From: **Jennifer Tinney** <[Jennifer.Tinney@esc20.net](mailto:Jennifer.Tinney@esc20.net)>  
Date: Tue, Apr 2, 2024 at 9:18 AM  
Subject: Updated Interlocal Agreement Needed  
To:

Good morning, If you are receiving this email, we have not received your updated signed Interlocal Agreement for TEXAS 20.

Members: Due to TDAs transition of moving from TX-UNPS to WBSCM, entering requested processing pounds will now be the responsibility of each CE instead of the cooperative. Because of this, it was necessary to update the language in the Interlocal-Agreement with our members.

After reviewing the document, the information under the "School District or Public Entity" section on Page 3 needs to be completed by you and/or an authorized district person. Once the document is completed and signed, return it via Email to [jennifer.tinney@esc20.net](mailto:jennifer.tinney@esc20.net). The Executive Director of ESC-20 will sign, and we will post the fully executed document on the TEXAS 20 website under "Procurement" so it is available for your procurement audits.

Please return your completed agreement by Friday, April 19, 2024.

Thank you.

**Jennifer Tinney, CTCD, CTSBS**

Specialist, TEXAS 20 Purchasing Cooperative

Education Service Center, Region 20

1314 Hines Ave., San Antonio, Texas 78208

[Jennifer.tinney@esc20.net](mailto:Jennifer.tinney@esc20.net)

Work: (210) 370-5491

Fax: (210)-503-6447

[www.esc20.net](http://www.esc20.net) Follow us on: [Facebook](#) | [Twitter](#) | [Instagram](#)



Education Service Center, Region 20

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**Interlocal Agreement TEXAS 20.pdf**

192K