

**BOARD OF TRUSTEES  
AGENDA**

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

(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  
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, A RESOLUTION TO ENTER A COOPERATIVE PURCHASING PROGRAM TO PARTICIPATE IN THE 1 GOVERNMENT PROCUREMENT ALLIANCE (1GPA) AND TO DELEGATE TO THE SUPERINTENDENT OR DESIGNEE THE AUTHORITY TO MAKE BUDGETED PURCHASES OF GOODS OR SERVICES FROM SUCH COOPERATIVE IN ACCORDANCE WITH BOARD POLICY CH OR CV.

(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**



# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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## MEMORANDUM

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

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

**Date:** Monday, July 25, 2022

**Subject:** **Cooperative Purchasing Program - 1GPA**

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In accordance with Board Policy CH, please accept this request to allow the District to participate and have access to the Cooperative Purchasing program with 1GPA so we can centralize purchasing activities and increase purchasing power. By entering into this program, 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. Please note there is no fee to participate in this program.

Please contact me should you need any further information regarding this matter.

**BOARD RESOLUTION  
AUTHORIZING MEMBERSHIP IN  
THE 1GPA PURCHASING COOPERATIVE**

**WHEREAS**, the Board of Trustees of the Eagle Pass Independent School District (“District”) desires to become a member of the 1 Government Procurement Alliance purchasing cooperative (“1GPA”); and

**WHEREAS**, the District has the statutory authority to join an intergovernmental purchasing cooperative pursuant to Chapter 791 of the Texas Government Code; and

**WHEREAS**, the District desires join with other governmental entities in the performance of purchasing and procurement functions in order to promote efficiency and economy;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees hereby authorizes the Superintendent or his/her designee to execute the necessary Interlocal Cooperation Agreement and/or Membership Agreement in order to become a member of the 1GPA purchasing cooperative.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Printed Name: Jorge Barrera  
President, Board of Trustees

Attest: \_\_\_\_\_  
Printed Name: Dr. Hector Alvarez  
Secretary, Board of Trustees



## Membership Agreement

### 1Government Procurement Alliance

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This Agreement is entered into this 25th day of July, 2022, between the 1 Governmental Procurement Alliance (1GPA), on behalf of its lead government agencies, as identified in **Exhibit A** ("Lead Agencies" and individually a "Lead Agency") and **EAGLE PASS I.S.D.** ("Participating Entity"), a **SCHOOL DISTRICT** located in the State of **Texas**. By executing this Agreement, governmental entities and agencies, eligible school districts, charter schools, colleges, universities, tribes, cities, counties, all other public entities, and nonprofit organizations may participate in any bid or proposal issued by 1GPA on behalf of one or more of the Lead Agencies identified in **Exhibit A**. If Participating Entity is a governmental entity, this Agreement shall constitute an interlocal or intergovernmental agreement between Participating Entity and the Lead Agencies identified in **Exhibit A**. As permitted by law, 1GPA has designated by said Lead Agencies as the administrator of the purchasing cooperative sponsored by the Lead Agencies, and has been delegated authority by the Lead Agencies to execute interlocal or intergovernmental agreements on behalf of the governing bodies of the Lead Agencies.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The specifications, terms, and conditions for products, materials and services to be purchased under this cooperative shall be determined by 1GPA, or as requested by a Lead Agency.
2. 1GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring the particular procurement.
3. The Participating Entity shall:
  - a. Insure that purchase orders issued against 1GPA contracts are in accordance with terms and prices established in the 1GPA contract.
  - b. The Participating Entity shall provide 1GPA with a copy of any purchase order based on a 1GPA contract, at the time the purchase order is issued. Purchase orders may be faxed or emailed (see contact information below).
  - c. Make timely payment to the contractor for all products, materials, and services in accordance with the terms and conditions of the 1GPA contract, or other payment arrangements negotiated between the Participating Entity and the 1GPA vendor. Payment, inspection and acceptance of products, materials and services ordered by the eligible school district or public entity shall be the exclusive obligation of the Participating Entity.
  - d. Be responsible for the ordering of materials or services under this Agreement. 1GPA shall not be liable in any fashion for any violation by Participating Entity of the terms of this Agreement, and the Participating Entity shall hold 1GPA harmless, to the extent permitted by law, from any liability which may arise from the acts or omissions of the Participating Entity relating to this Agreement or its subject matter.
  - e. Be responsible for compliance with applicable state or federal laws in determining which goods and services Participating Entity may lawfully procure through a government purchasing cooperative, and shall further be responsible for taking all actions required under applicable state or federal law in connection with the use of interlocal cooperation agreements and purchasing cooperatives.
4. The exercise of any rights or remedies by the Participating Entity shall be the exclusive obligation of Participating

Entity; however, 1GPA, as the contract administrator, may, but shall not be obligated to unless required by applicable law, join in the resolution of any dispute between Participating Entity and a 1GPA vendor. Failure of the Participating Entity to secure performance from the 1GPA vendor in accordance with the terms and conditions of any issued purchase order does not necessarily require 1GPA to exercise its own rights and remedies.

5. 1GPA may terminate this Agreement immediately, upon written notice, if the Participating Entity fails to comply with the terms of this Agreement, applicable state or federal law, or any provision of a 1GPA contract that is binding on Participating Entity.
6. The Participating Entity may terminate this Agreement immediately, upon written notice, if 1GPA fails to comply with the terms of this Agreement.
7. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous purchase agreements.
8. Except as provided in paragraphs 5 and 6, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
9. There shall be no charge to the Participating Entity for membership in 1GPA.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

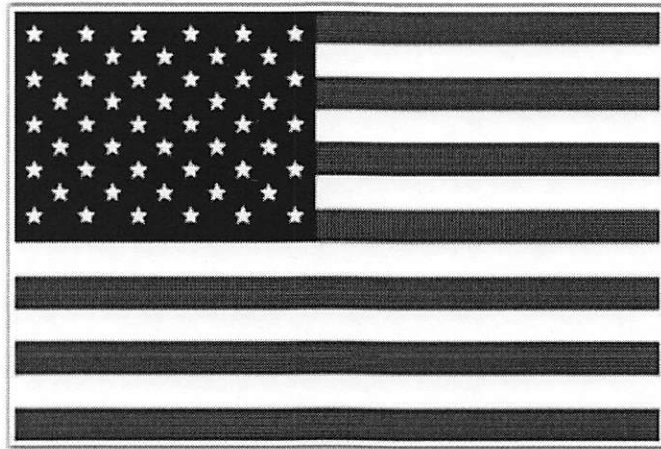
|  |   |
|--|---|
| Name of Entity: <b>EAGLE PASS I.S.D.</b>   | Signature:                              |
| Select Type of Entity:<br><input checked="" type="checkbox"/> K12 <input type="checkbox"/> Higher Education <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Municipality <input type="checkbox"/> Other |   |
| Address: <b>587 MADISON ST.,</b>   | Printed Name: <b>SAMUEL MIJARES</b>     |
| <b>EAGLE PASS, Texas, 78852</b>  | Title: <b>SUPERINTENDENT OF SCHOOLS</b> |
| Email: <b>LVELEZ@EAGLEPASSISD.NET</b>  |   |
| Date: <b>07/25/2022</b>  | Phone Number: <b>(830) 773-5181</b>     |

1GPA Approvals

|                 |  |
|-----------------|--|
| 1GPA Signature: |  |
| Printed Name:   |  |
| Title:          |  |
| Date:           |  |

1GPA -  
 1910 W. Washington St. Phoenix, AZ 85009

P: 866/306-3893  
 F: 602/663-9515  
 E: admin@1GPA.org



## **Exhibit A**

### **Lead Agencies**

#### **Arizona**

##### **Deer Valley Unified School District**

20402 N 15th Avenue  
Phoenix, AZ 85027  
623.523.5285

##### **Northern Arizona University**

545 E. Pine Knoll Drive  
Flagstaff, AZ 86011  
928.523.5285

##### **Paradise Valley Unified School District**

15002 N. 32nd Street  
Phoenix, AZ 85032  
602.449.2071

##### **Pinal County ESA**

75 N. Bailey  
Florence, AZ 85132  
520.450.4477

##### **Yavapai County Accommodation School District**

2972 Centerpointe E. Dr.  
Prescott, AZ 86301  
928.759.8126

#### **Oregon**

##### **Portland Public Schools**

501 N. Dixon Street  
Portland, OR 97227  
503.916.3315

#### **Texas**

##### **Deer Park ISD**

2800 Texas Ave.  
Deer Park, TX 77536  
832.668.7061

\*\*\* THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS EXHIBIT A MAY BE SUPPLEMENTED OR AMENDED, FROM TIME TO TIME, AND WITHOUT NEED FOR WRITTEN CONTRACT AMENDMENT, AS NECESSARY TO ADD OR REMOVE THE NAMES OF ELIGIBLE LEAD AGENCIES

Updated as of 09.15.2021

## Member Contact Information

Dear 1GPA Member,

We want to take this opportunity to thank you for being a Member of the 1GPA Family! In order to serve you better, we want to be sure that we have the correct points of contacts on file. This will ensure that you are keeping your business and purchasing offices updated on all things 1GPA! We will send out notifications of potential/upcoming contracts, new contracts, cancelled contracts and contracts that have been rebid.

We look forward to serving you!

### **Business Office Point of Contact for 1GPA:**

Name: LUIS VELEZ

Title: PURCHASING DIRECTOR

Entity: EAGLE PASS I.S.D.

Address: 587 MADISON ST.

City: EAGLE PASS

State: TX

Zip: 78852

Phone: 830-773-5181

Email: LVELEZ@EAGLEPASSISD.NET

### **Purchasing/Procurement Office Point of Contact (if different from above):**

Name:

Title:

Entity:

Address:

City:

State:

Zip:

Phone:

Email: