

## BOARD AGENDA ITEM

<p><b>Topic:</b> Memorandum of Understanding (MOU) – Prevent Blindness Texas</p> <p><b>Requested By:</b> Samuel Garcia</p> <p><b>Division Approval:</b> Tony Reza, Chief Financial Officer</p>	<p><b>Board Meeting Date Requested:</b> <u>March 22, 2022</u></p> <p><b>Approximate Time For:</b> <b>Presentation:</b> _____</p> <p><b>Discussion:</b> _____</p> <p><b>Reading Material:</b> <b>Attached</b> <u>          √          </u></p> <p><b>Not Necessary</b> _____</p>
<p><b>Action Requested:</b></p> <p>Approval of agreement as presented under Consent Agenda.</p>	<p><b>Action Needed by:</b> <u>March 22, 2022</u></p> <p><b>Information Only:</b> _____</p>
<p><b>People Participating In Presentation (If Other Than Cabinet Members):</b></p> <p>Samuel Garcia, Director of Purchasing</p>	<p><b>Who Has Been Involved? (List)</b></p> <p>Tony Reza, Chief Financial Officer; Samuel Garcia, Director of Purchasing; Marivel Macias, Assistant Superintendent for Administrative Services; Rebecca Madrid, Manager District Nurses; Steve Blanco, School District Attorney</p>
<p><b>How Will It Benefit The District's Mission/Goals?</b></p>	<p><b>How Will Request Be Financed?</b></p> <p><b>Cost To District:</b> 0.00</p>

**Summary of Topic (Need, Program Description, Recommendation, Timeline)**

Administration recommends consideration and approval of a Memorandum of Understanding (MOU) with Prevent Blindness Texas as presented under the Consent Agenda.

Prevent Blindness Texas (PBT), a non-profit organization, desires to partner with SISD to conduct Children's Vision Screening Certification Course and train/certify participants who successfully complete the course following PBT and Texas Department of State Health Services Vision Screening for SISD Nurses and Parent Volunteers.

PBT will provide navigation services and information on financial resources and programs that can provide eye care services at reduced or no cost to the client. PBT staff/volunteers will assist campus nurses with conducting state certified vision screens.

This agreement will be effective beginning 02/15/2022 with one-year renewal periods and may be terminated by either party by giving thirty (30) days written notice.

**Attachments (List):** Memorandum of Understanding (MOU)

**Action Taken:**

**Follow-up Responsibility:** Purchasing Department

**Submit Ten (10) Days Before Board Meeting**

This **Memorandum of Understanding (MOU)** is a voluntary agreement between Prevent Blindness Texas (hereinafter referred to as “PBT”) and Socorro ISD (*organization name, hereinafter referred to as “Second Party” or “District” as described in this agreement*) provides mutually agreed upon guidelines and defines the relationship between the two entities.

This Memorandum of Understanding takes effect when signed by both parties. Each entity will manage their own finances and there are no financial obligations between the entities. This relationship is not a joint venture or a partnership. All initiatives, projects or programs that both parties agree to jointly work on will be structured to be mutually beneficial to both parties. Use of trademarks will be agreed upon prior to use.

**Terms and Contingencies of Agreement:**

This agreement will be effective beginning (mm/dd/yyyy) 02/15/2022 with automatic one-year renewal periods, unless terminated earlier by either party. PBT agrees to review this MOU at least once a year within the agreement date and communicate any changes to this MOU to the designated contact person. Prevent Blindness Texas also agrees to notify all parties involved of the termination or substantial modification of this MOU. These changes may include policy, procedure, or guideline changes or any other programmatic changes related to this agreement. It is further understood that should changes take place within the administration of any of the parties, the terms of this agreement will remain intact until such time as the agreement is terminated by either party. Program modifications may be necessary as original design is implemented. Therefore, adjustments that are a result of such modifications will be negotiated with the appropriate organization representatives. The responsibilities of each partner – PBT and the community partner – are summarized below.

**PBT hereby agrees to the following responsibilities (check all that apply):**

- Conduct Adult Vision Screening Certification Course and train/certify participants who successfully complete the course following Prevent Blindness adult vision screening guidelines.
- Conduct Children’s Vision Screening Certification Course and train/certify participants who successfully complete the course following Prevent Blindness and Texas Department of State Health Services Vision Screening Program children’s vision screening guidelines and requirements.
- Provide eye health risk assessments and distance and near visual acuity screenings or the necessary materials to conduct screenings.
- Provide telehealth eye health risk assessments via videoconference or phone platforms.
- Provide navigation services and information on financial resources and programs that can provide eye care services at reduced or no cost to the client.
- Provide eye health education information to help clients understand and manage the

continuum of eye care.

- Provide PBT educational materials and/or information for distribution using a variety of methods, including but not limited to brochures, fact sheets, eye health and safety presentations, marketing materials, giveaways, etc.
- Other: Based on PBT staff/volunteer availability, PBT will assist with conducting state-certified vision screenings in accordance with the schedule provided between Socorro ISD and PBT.
- Other: Background Verifications. PBT shall attest to District that PBT has completed a background check for employee who is assigned under this program and who has contact with SISD students. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) criminal background check in current and previous counties of residence and employment, (2) confirmation that the program participant is not listed as a sexual offender and, if requested by District, in any child abuse registry. District shall have the right to require withdrawal of any assigned employee in the event that individual fails to meet the standards established by District for acceptable background.
- Other: Insurance. PBT agrees to maintain professional liability insurance coverage applicable to its employees and work made the subject of this agreement.

**"Second Party" hereby agrees to the following responsibilities (check all that apply):**

- Complete and report eye health risk assessment and screening activity using PBT applicable forms within thirty (30) days of each event or at the end of every month if service is ongoing.
- Complete and report eye health education activity delivered within thirty (30) days of each event or at the end of every month if service is ongoing.
- Distribute PBT educational materials and/or information to the target audiences using a variety of distribution methods, including but not limited to brochures, fact sheets, eye health and safety presentations, marketing materials, giveaways, etc.
- Provide us updated information on upcoming screening and educational events utilizing Prevent Blindness programs at least thirty (30) days before the scheduled events.
- Other: Socorro ISD will provide PBT the vision screening schedule in accordance with the agreed schedule by both parties; Share vision screening/education data and analysis of all activities related to PBT programs and this project.

**Termination Clause:**

This agreement or any attachment hereto may be terminated by either of the parties by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

Sovereign Immunity: The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas

Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

**Acceptance Clause:**

By signing below, representatives of the designated parties accept the terms of the Memorandum of Understanding (MOU) outlined above.

Prevent Blindness Texas

Authorized Representative (Printed Name): Heather Patrick, President and CEO

Signature: *Heather S. Patrick* Date: 03/08/22

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

Authorized Representative (Printed Name): \_\_\_\_\_

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

## BOARD AGENDA ITEM

<p><b>Topic:</b> Purchasing Cooperative – Texas DIR Contract TSO-3763 Dell Financial Services</p> <p><b>Requested By:</b> Samuel Garcia, Director of Purchasing <b>Division Approval:</b> Tony Reza, Chief Financial Officer</p>	<p><b>Board Meeting Date Requested:</b> <u>March 22, 2022</u></p> <p><b>Approximate Time For: Presentation:</b> _____</p> <p><b>Discussion:</b> _____</p> <p><b>Reading Material: Attached</b> <input checked="" type="checkbox"/> _____</p> <p><b>Not Necessary</b> _____</p>
<p><b>Action Requested:</b> Board approval</p>	<p><b>Action Needed by:</b> <u>March 22, 2022</u></p> <p><b>Information Only:</b> _____</p>
<p><b>People Participating In Presentation (If Other Than Cabinet Members):</b> Samuel Garcia, Director of Purchasing</p>	<p><b>Who Has Been Involved? (List):</b> Luis De La Rosa; Systems Administrator Technology Services; Pablo Galdean, Team Leader Technology Services; Oscar Dominguez, Manager Datacenter/Systems Administrator Technology Services; Trisha Dominguez, Systems Administrator Erate Technology Services; Samuel Garcia, Director of Purchasing; Tony Reza, Chief Financial Officer, Hector Reyna, Chief Technology Officer</p>
<p><b>How Will It Benefit The District's Mission/Goals?</b></p>	<p><b>How Will Request Be Financed?</b> General Funds</p> <p><b>Cost To District:</b> \$193,861.65</p> <p style="text-align: right;">\$180,336.40 Principal \$ 13,525.25 Interest</p>

**Summary of Topic (Need, Program Description, Recommendation, Timeline)**

Administration recommends consideration and approval to utilize the purchasing cooperative program as presented under the Consent Agenda.

The purchasing cooperative program for a lease to replace and upgrade the Network Load Balancer in the total amount of \$193,861.65 to include principal and interest. The lease agreement will be through Dell Financial Services for 5 (five) years with an annual payment of \$38,772.33.

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

SISD will be using the Texas DIR Contract #TSO-3763, in the amount of \$193,861.65 which includes the rate factor of 0.21500. At the end of the financing term, the equipment can be purchased for \$1.

**Attachments (List):** Quote for Lease

**Action Taken:**

**Follow-up Responsibility:** Purchasing Department

**Submit Ten (10) Days before Board Meeting**



Prepared For:

**Socorro ISD****Oscar Dominguez****Systems/Datacenter Administration Manager****(915) 204-2317**[odomin@sisd.net](mailto:odomin@sisd.net)

January 21, 2022

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	60
Option	Finance
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Dell Quote numbers	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	5 Payments
3000109257899.1	VLA CITRIX ADC SD	\$180,336.40	1	\$180,336.40	0.21500	\$38,772.33
TOTALS				\$180,336.40		\$38,772.33

**PLEASE NOTE: (1)**

**Rate Factor:** is Contingent upon utilizing existing [DFS Master lease agreement](#). Other related DFS documentation will also be required, **(unless already on file)** such as: (Secretary/Clerk form, Billing information form). The actual Lease Schedule will be created and sent for signature after all items have shipped per the PO. Along with IRS form 8038 - **if applicable** for signature. An Opinion of Counsel / Validity opinion is **required** on schedules of \$500,000 or more.

**Proposal Expiration Date:**

April 13, 2022

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change.

**End of Term Options:****Finance Lease Purchase:**

- Exercise the option to purchase the products for **\$1.00**.
- Return all products to lessor at the lessee's expense.

**Michael Hall**

Account Executive IV

Education - State &amp; Local Government

Dell | Financial Services

Cell: 512-695-1786

[Michael\\_Hall@dell.com](mailto:Michael_Hall@dell.com)**Additional Information:**

**LEASE QUOTE:** The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use, and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.**

**PURCHASE ORDER:** The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity, and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the contract name of the Agreement and identification number (if any), the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

**APPROPRIATION COVENANT:** The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

**DOCUMENTATION:** In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

**PROPOSAL VALIDITY / APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

## BOARD AGENDA ITEM

<b>Topic:</b> Purchasing Cooperative – Vehicles for Maintenance and Operations Department	<b>Board Meeting Date Requested:</b> <u>March 22, 2022</u>
<b>Requested By:</b> Samuel Garcia, Director of Purchasing	<b>Approximate Time For:</b> _____
<b>Division Approval:</b> Tony Reza, Chief Financial Officer	<b>Presentation:</b> _____
	<b>Discussion:</b> _____
	<b>Reading Material:</b> _____
	<b>Attached:</b> <u>√</u>
	<b>Not Necessary:</b> _____
<b>Action Requested:</b> Board approval	<b>Action Needed by:</b> <u>March 22, 2022</u>
	<b>Information Only:</b> _____
<b>People Participating In Presentation (If Other Than Cabinet Members):</b>  Samuel Garcia, Director of Purchasing	<b>Who Has Been Involved? (List)</b> David Carrasco, Director of Maintenance and Operations, Mario Macias, Maintenance Coordinator, Norma Camarillo, Administrative Specialist; Tom Eyeington, Chief Operations Officer; Inez Medina, Facilities/Maintenance Clerk; Samuel Garcia, Director of Purchasing; Jose Chacon, Continuous Improvement Coordinator
<b>How Will It Benefit The District's Mission/Goals?</b>	<b>How Will Request Be Financed?</b> General Fund
	<b>Cost To District:</b> up to \$225,000

### Summary of Topic (Need, Program Description, Recommendation, Timeline)

Administration recommends consideration and approval to utilize the purchasing cooperative contracts as presented under the Consent Agenda.

For the acquisition of 3 vehicles (1 truck, 1 cargo van and delivery truck with liftgate) for the Maintenance and Operations Department utilizing a Purchasing Cooperative contract in the amount of up to \$225,000.00.

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

**Attachments (List):** Cooperative Purchase

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**Action Taken:**

**Follow-up Responsibility:** Purchasing Department

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**Submit Ten (10) Days Before Board Meeting**