

September 25, 2012

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: JOHN A. STEWART, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the Interlocal Agreement between Pinellas County School Board and Bay Area Schools Purchasing Consortium

BACKGROUND:

Section 1001.42(25) of Florida Statutes provides for the following: Each district school board shall enter into an interlocal agreement as provided in §163.01, F.S for the purpose of establishing the School District Consortium and maximizing the purchasing power for goods and services.

STRATEGIC DIRECTION/GOAL: **Managing Productive Systems**-implement process and methodology of decision making; improve level of productivity and control; establish accountability systems

ALTERNATIVES:

1. Approve the request for approval of Interlocal Agreement.
2. Do not approve the request.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The Bay Area Schools Purchasing Consortium was established in 1989 to form a cooperative purchasing organization for the purpose of maximizing the purchasing power of the member School Districts. This Interlocal Agreement is entered into for the same purpose in compliance with §1001.42(25) F.S. and §163.01 F.S by the following current member School Districts: Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Lee, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota and Seminole. Each member School District has determined that cooperative procurement strategies may lead to procurement efficiency and lower costs for common goods and services.

IMPACT STATEMENT:

There is no effect on schools or budgets.

DATA SOURCE:

Linda Balcombe, CPPO, CPPB, Director of Purchasing

SUBMITTED BY:

Kevin Smith, CPA, Associate Superintendent, Finance & Business Services

BAY AREA SCHOOLS PURCHASING CONSORTIUM

INTERLOCAL AGREEMENT

The Bay Area Schools Purchasing Consortium (the "Consortium") was established in 1989 to form a cooperative purchasing organization for the purpose of maximizing the purchasing power of the following member School Boards for goods and services: Hillsborough, Pinellas, Pasco, Polk, Sarasota, Manatee, Hernando, Orange, Osceola, and Volusia. This Interlocal Agreement, effective on the date fully executed by the undersigned Florida School Board, is entered into for the same purpose in compliance with §1001.42(25) and §163.01, Florida Statutes (F.S.), by the following current member School Boards: Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Lee, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole (the "Member(s)") and future participating Florida School Boards.

WITNESSETH

WHEREAS, each Member has determined that cooperative procurement strategies between like or similar agencies may lead to procurement efficiency and lower costs for common goods and services;

WHEREAS, each Member agrees to comply with applicable Florida State competitive solicitation requirements, identify qualified suppliers, commodities, goods, and services for Consortium competitive solicitation opportunities;

WHEREAS, each Member agrees to preserve the integrity of the procurement process and procurement profession by adhering to the highest ethical standards; and

WHEREAS, each Member intends to enter into this Interlocal Agreement in compliance with §1001.42(25), F.S., and §163.01, F.S. Nothing contained herein shall be construed as providing for a separate legal or administrative entity as contemplated under §163.01, F.S.

THEREFORE, THE PARTIES AGREE AS FOLLOW:

DEFINITIONS

1. "Consortium" shall mean the Bay Area Schools Purchasing Consortium, as established pursuant to this agreement.
2. "Lead District" shall mean a Florida School Board that will conduct a joint competitive solicitation process on behalf of the Consortium.
3. "Purchasing Professional" shall mean the procurement representative designated to represent each Member in a proceeding of the Consortium.

GENERAL TENETS

1. **Member's Obligations.** Each Member shall be represented by one purchasing professional, who may be designated by the Member's Superintendent, and is expected to share in the administrative functions of the Consortium recognizing the benefits created by the Consortium are provided at no out of pocket cost

to the individual Member. However, each Member is expected to share the respective resources of their procurement departments on a rotating basis. The Members shall comply with all applicable state and local laws and policies pertaining to the purchase of goods and services, and act as a "Lead District" for Consortium competitive solicitations when mutually acceptable. Each Member shall represent one vote involving Consortium business. Voting shall occur at scheduled meetings in which a majority of Consortium Members are present or are available for voting. In the event that a majority is not present at the meeting, a vote will be requested from non-present Members so that a majority vote will be obtained.

2. **New Members.** Additional Florida Public School Boards may make application for membership to the Consortium by approving a participation agreement compliant with applicable law. Such application is subject to the approval of a majority of the existing Members. The participation agreement shall require any new member to abide by this agreement and any amendments thereto. Upon receipt of an approved participation agreement, the Chairperson for the Consortium may execute on behalf of the Consortium.
3. **Costs and Fees.** There will be no dues or fees charged to vendors or Members.

ORGANIZATION

1. The function of the Administrative Board is to coordinate the activities of the Consortium, conduct meetings, record votes, and monitor and share information with Members on the status and results of Consortium bids, changing procurement laws and practices that impact Members.
 - a) **Administrative Board.** The Administrative Board shall consist of a Chairperson and Vice-Chairperson who will serve for one year terms.
 - b) **Chairperson/Vice-Chairperson:** The Members shall select a Chairperson and a Vice-Chairperson by a majority vote to serve for a one year period. The selected Vice-Chairperson shall serve for a period of one year as the Chairperson in the subsequent year. The Vice-Chairperson shall replace the Chairperson if the Chairperson is unable to complete the term. Should a Vice-Chairperson become unable to complete a term, a replacement shall be selected to complete the remainder of the term.
 - c) **Obligations of the Chairperson.**
 - i) Conduct and facilitate Consortium meetings.
 - ii) Set the Consortium meeting schedule and locations.
 - iii) Appoint Consortium sub-committees as needed.
 - iv) Sign documents on behalf of the Consortium.
 - v) Record and submit for approval all Consortium meeting minutes.
 - vi) Facilitate the gathering of data.
 - vii) Maintain official Consortium files and original organizational documentation.
 - d) **Obligations of the Vice-Chairperson.**
 - i) Collaborate and substitute for the Chair in their absence for Consortium meetings.
 - ii) Coordinate the issuance of joint competitive solicitations.
 - iii) Investigate mutual competitive solicitation opportunities.
 - iv) Sign documents on behalf of the Consortium in the absence of the Chairperson.
2. **Consortium Meetings.** The general membership meetings shall be scheduled for the third Thursday of the month, or as may be designated by the consensus of the Members. Meetings of sub-committees organized to issue joint competitive solicitations may meet separately and as needed.
3. **Consortium Competitive Solicitations.** Each Member may provide input into establishing the terms, conditions, specifications, scope of work/services, and historical data or a forecast of projected volume of business to be purchased as necessary. A Lead District will administer each competitive solicitation issued on behalf of the Consortium.

- a) The Lead District is not liable or responsible for the integrity or accuracy of information provided by the Members for the purposes of a Consortium solicitation.
- b) The Lead District will coordinate the distribution of the competitive solicitation through multiple distribution methods and solicit potential respondents from the Members prior to posting of the solicitation.
- c) The Lead District's School Board will be provided the opportunity to approve the competitive solicitation award and agreement, which in turn will be distributed to the Consortium membership.
- d) All protest proceedings are the responsibility of the Lead District, as the Lead District is the issuing authority. Venue for any such protest shall be in the county of the Lead District.
- e) Members are not obligated to participate in any given competitive solicitation process.

GENERAL PROVISIONS

1. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto. There are no promises, representations, or warranties other than those set forth herein.
2. **Amendments.** Proposed amendments to this Interlocal Agreement shall be submitted at least fifteen (15) days prior to the next general membership meeting in which the Amendment shall be considered for approval by vote. Any proposed amendments so approved will be submitted to Members' School Boards for approval.
3. **Termination.** The term of this Agreement shall commence and be effective on the date fully executed, and shall remain in effect unless terminated by a majority of the Members. Each Member's School Board may terminate its participation in this Agreement with or without cause immediately upon written notice.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, This Interlocal Agreement is being executed by:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

Name of Florida School Board

Each member School Board shall execute this agreement separately and at separate times. Each of these fully executed agreements shall be considered separately and collectively as an original complete copy of the Interlocal Agreement, as if each Florida School Board had executed the same copy.

PINELLAS

Name of School Board

Consortium

By: Robert L. White
Board Chairperson SEP 25 2012

By: Lynn Adams
Chairperson

By: _____
Print name

By: Lynn Adams
Print Name

Date: 10/27/12

Date: 10-5-12

ATTEST: Michael Grigo
Superintendent

Approved As To Form:
David Kaprielian
School Board Attorneys Office