



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1f

**Meeting Date:** June 6, 2024

**Subject:** Approve Resolution No. 3422 Authorization to Join The Interlocal Purchasing System (TIPS) Pursuant to California Government Code 6500, et seq.

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

**Recommendation:** Approve Resolution No. 3422 Authorizing Joining The Interlocal Purchasing System (TIPS) Pursuant to California Government Code 6500, et seq.

**Background/Rationale:**

The Purchasing Services department desires the Sacramento City Unified School District to become a member of the The Interlocal Purchasing System (TIPS). The Interlocal Purchasing System is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas. Participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to taxpayers through the anticipated savings to be realized by the District.

Joint Powers Agency/Agreement (JPA) Government Code §6500, et seq. The Joint Exercise of Powers Act allows public agencies, including but not limited to public school districts, to enter into an agreement with each other to jointly exercise a common power.

**Financial Considerations:**

No cost to join. Savings is anticipated due to the nature of cooperative purchasing.

**LCAP Goal(s):** N/A

**Documents Attached:**

Resolution No. 3422 Authorizing to Join The Interlocal Purchasing System (TIPS) Pursuant to California Government Code 6500, et seq.

**Estimated Time of Presentation:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations  
Officer

Tina Alvarez-Bevens, Contract Analyst

**Approved by:** Lisa Allen, Superintendent

**RESOLUTION NO. 3422**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**RESOLUTION OF THE BOARD OF EDUCATION  
AUTHORIZING ADOPTING AND APPROVING JOINING THE INTERLOCAL  
PURCHASING SYSTEM**

**WHEREAS**, the Sacramento City Unified School District has been considering methods to better address the procurement costs, and pricing of its technology solutions, goods and services, and;

**WHEREAS**, other California public agencies, such as school districts, community colleges districts, county and city offices who have also considered these issues have determined that there is a need for cooperative purchasing to acquire technology solutions, goods and services for use at their respective facilities, and;

**WHEREAS**, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

**WHEREAS**, California law enables school districts, county superintendent of schools, community college districts, and other public agencies to actively control procurement and privacy terms and to acquire goods and services for use at their respective facilities; and

**WHEREAS**, the governing Board of Sacramento City Unified School District ("District") has considered the proposed Interlocal Agreement, a draft of which is attached hereto as **Exhibit "A"**, under which the District will become a member of The Interlocal Purchasing System (TIPS); and

**WHEREAS**, the District has determined that entering into a Membership Agreement to avail the District to the benefits of TIPS, shall be to improve process efficiencies and assist in achieving best value through cooperative purchasing, is in the best interests of the District.

**NOW, THEREFORE**, the Board of Education of the Sacramento City Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true.
2. The Governing Board of Sacramento City Unified School District hereby declares and formally approves its membership in The Interlocal Purchasing System (TIPS), of The Region VIII Education Service Center, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the TIPS Membership Agreement and any agreements necessary or appropriate to participate in TIPS, attached hereto as **Exhibit "A."**

3. That it hereby authorizes the District's Superintendent and designees to take all further action necessary to otherwise carry out, give effect to, and comply with the terms and intent of this Resolution, including serving as authorized representative to the Cooperative.

**ADOPTED AND APPROVED** by the Board of Education of the Sacramento City Unified School District this 6<sup>th</sup> day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Lavinia Grace Phillips, President

Attest:

By: \_\_\_\_\_  
Lisa Allen, Superintendent

**EXHIBIT "A"**

**INTERLOCAL AGREEMENT**  
**Region 8 Education Service Center**

Sacramento City Unified School District  
PUBLIC ENTITY (TIPS MEMBER)

\_\_\_\_\_ - \_\_\_\_\_  
Control Number (TIPS will Assign)

and

Region 8 Education Service Center  
Pittsburg, Texas

225 - 950  
Region 8 Texas County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations. Region 8 Education Service Center is an Education Service Center which is defined as a “political subdivision” in Texas Education Code 8.009 and falls under the definition of “Unit of State Government” in Chapter 2260 of the Texas Government Code.<sup>1</sup> Pursuant to Section 791 of the Texas Government Code (The Interlocal Cooperation Act) to increase the efficiency and effectiveness of local governments, Region 8 Education Service Center may enter into an interlocal agreement with any political subdivision or local government of this state or any other state to provide purchasing functions and services.<sup>2</sup>

**Vision:**

TIPS will continue to become the premier purchasing cooperative in North America through the qualifying and procurement of quality vendors and through serving all public entities and qualifying non-profits.

**Purpose:**

The purpose of this Agreement shall be to improve procurement process efficiencies and assist in achieving best value for the participating public entities through cooperative purchasing.

**Duration:**

This Agreement is effective immediately and shall be in effect for one (1) year and automatically renews for an additional year annually. The Agreement may be terminated without cause immediately if the public entity Member provides written notice of termination to Region 8 Education Service Center or if Region 8 Education Service Center provides the public entity Member Sixty (60) days prior written notice of termination.

**Statement of Services to be Performed:**

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a program known as The Interlocal Purchasing System (“TIPS”) Program.

**Role of the TIPS Purchasing Cooperative:**

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Solicitation Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.

<sup>1</sup> Tex. Edu. Code Sec. 8.009; Tex. Gov. Code Sec. 2260.001.

<sup>2</sup> Tex. Gov. Code Chapter 791, The Interlocal Cooperation Act.

- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors as the method of financing this undertaking and supporting the operational costs of TIPS.

**Role of the Public Entity:**

- Commit to participate in the program by an authorized signature on membership forms.
- Designate and keep current a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.
- Report all TIPS purchases to TIPS through TIPS authorized methods.
- Determine when a TIPS purchase is legal and appropriate under Federal, State, and Local law and policy before proceeding with a TIPS purchase.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

No joint agency or joint real property ownership is created by this Agreement.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

The Parties agree that the Public Entity TIPS Member is solely responsible for identifying when utilization of a TIPS Contract for procurement is legal and appropriate under Federal, State, and Local law and policy. TIPS

contracts are available for TIPS Member use when the TIPS Member determines that such a procurement is appropriate and legal. TIPS cannot and does not analyze TIPS Member procurements for legality. The Parties agree that TIPS shall not be responsible or liable for any claims, challenges, audit findings, legal holdings, or damages resulting from the TIPS Member's decision to utilize a TIPS Contract when it is not appropriate to do so under the laws and policies applicable to the purchase.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to entities as outlined above through awarded vendor agreements procured by public solicitation in accordance with applicable Texas statutes.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective state.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Membership Entity-**

**Region 8 Education Service Center**

Sacramento City Unified School District

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

Janea Marking  
Title: Chief Business and Operations Officer

Date \_\_\_\_\_

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

Title: Executive Director, Texas Region 8 ESC

Date \_\_\_\_\_

**Public Entity Contact Information**

<u>Robert Aldama, Purchasing Manager II</u>	<u>robert-aldama@scusd.edu</u>
Primary Purchasing Person's Name	Primary Person's Email Address
<u>5735 47th Avenue</u>	<u>Sacramento , CA 95820</u>
Entity Address	City State Zip
<u>Melanie Gutierrez, Buyer III</u>	<u>melanie@scusd.edu</u>
Secondary Person's Name	Secondary Person's Email Address
<u>916-643-9460</u>	<u>916-399-2021</u>
Entity Phone Number	Entity Fax Number