



## UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**Topic:** Approval for the District's membership in the 1 Government Procurement Alliance Purchasing Cooperative (1GPA)

**Submitted by:** Ms. Cordelia Flores-Jackson of: Purchasing Department

**Approved for transmittal to school board:** April 20, 2016

**Recommendations:**

Staff recommends that the United ISD Board of Trustees approve the District's membership in the 1GPA Purchasing Cooperative. Attached is the cooperative's Board Resolution for your approval and signature.

**Rationale:**

Approving the District's participation in the 1GPA Purchasing Cooperative would ensure that the District have an additional procurement source at its service. By using aforementioned cooperative with the ones we currently use, District's funds, time and effort will be maximized. This purchasing cooperative provides the District with products and services that have been competitively procured and abide by all bid laws in the State of Texas as stated on their Interlocal Agreement.

**Budgetary Information:**

No membership cost to the District

**Board Policy Reference and Compliance:**

CH Local – Purchasing and Acquisition  
Texas Education Code 44.031



## COOPERATIVE PROCUREMENT MEMBERSHIP AGREEMENT

### Non Profit Cooperative

This Agreement is entered into this 20 day of April, 2016, between the 1 Governmental Procurement Alliance (1GPA) and United ISD ("Participating Entity"), school district, public entity or charter school subject to the procurement rules as prescribed under applicable Texas law. By endorsing 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 under the authority and administration of 1GPA, on behalf of its designated lead governmental agencies. This Agreement does not require that Participating Entity participate in all procurements. Whether or not to participate in an individual procurement shall be left to the discretion of each Participating Entity.

*Texas Government Code Chapter 791 - allows Texas local governments to contract with and between other government agencies, including governmental agencies of other states, to provide governmental functions and services, and to join together in contracting with others to provide goods and services.*

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 Consortium shall be determined by 1GPA.
2. 1GPA shall conduct procurement in strict accordance with the Texas Education Code and Texas Government Code Procurement Rules applicable to school districts and governmental entities.
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. 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 school district or public 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 action or inaction of the Participating Entity relating to this Agreement or its subject matter.
  - e. Be responsible for compliance with Texas law in determining which goods and services may be purchased through a cooperative.
  - f. Be responsible for taking all actions required under Texas law in connection with the use of Interlocal Cooperation Agreements and purchasing cooperatives.
  - g. The exercise of any rights or remedies by the Participating Entity shall be the exclusive obligation of such unit; however, 1GPA, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

4. 1GPA may terminate without notice this Agreement if the Participating Entity fails to comply with the terms of a 1GPA contract or this Agreement.
5. The Participating Entity may terminate without notice this Agreement if 1GPA fails to comply with the terms of this Agreement.
6. 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.
7. Except as provided in paragraphs 4 and 5, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
8. Failure of the Participating Entity to secure performance from the 1GPA contractor in accordance with the terms and conditions of its Purchase Order does not necessarily require 1GPA to exercise its own rights and remedies.
9. There shall be no charge to the Participating Entity for membership in 1GPA.

Texas Government Code Chapter 791

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

Name of District: United Independent School District	Address: 102 Lindenwood
Signature:	
Printed Name: Ricardo Rodriguez	Email: rrodriguez@uisd.net
Title: Board President	
Date: April 20, 2016	Phone Number: (956)473 6201
1GPA Approvals	
1GPA Signature:	
Printed Name:	
Title:	
Date:	

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