



1Government Procurement Alliance

Membership Agreement

This Agreement is entered into this 25th day of January, 2019, 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 Denton Independent School District (“Participating Entity”), a Local Education Agency 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:

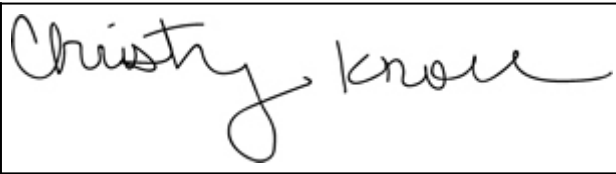
1. The specifications, terms, and conditions for products, materials and services to be purchased under this cooperative shall be determined by 1GPA, or as requested by a Lead Agency.
2. 1GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring 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: Denton Independent School District	Signature:
Address: 1307 N. Locust Ave.,	Printed Name: Mia Price
Denton, Texas, 76201	Title: Board President
Email: purchasing@dentonisd.org	
Date: 01/25/2019	Phone: (940) 369-0121

1GPA Signature:	
Printed Name:	Christy Knorr
Title:	Vice President
Date:	01/25/2019

1GPA - 1910 W. Washington St. Phoenix, AZ 85009
P: 866/306-3893
F: 602/663-9515
E: admin@1GPA.org

Lead Agencies

Arizona

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

6325 Baja Circle
Prescott Valley, AZ 86314
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 04.24.2018