

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

RESOLUTION AUTHORIZING)
PARTICIPATION IN MEMBERSHIP IN)
THE 1GOVERNMENT PROCUREMENT)
ALLIANCE (1GPA))
) **RESOLUTION NO.** 2022-178

WHEREAS, the 1Government Procurement Alliance, is a national non-profit governmental purchasing cooperative, based in Phoenix, Arizona, which allows public entities to take advantage of existing contracts to purchase commodities and services necessary for daily operations, and meets the procurement requirements of the State of California; and

WHEREAS, 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 the taxpayers through the anticipated savings to be realized by the County of Yuba; and

WHEREAS, the County of Yuba, pursuant to the authority granted by the State of California’s purchasing requirements, desires to participate in the 1Government Procurement Alliance; and

WHEREAS, the County of Yuba has identified, via staff report, a stated need for participation in 1Government Procurement Alliance.

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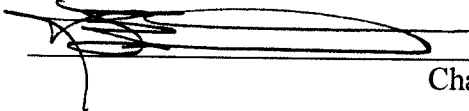
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NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba hereby realizes a stated need for participation in 1 Government Procurement Alliance, approves the 1GPA Master Agreement, authorizes Chairperson to execute, and further authorizes the Department of Administrative Services to submit the Master Agreement to apply for membership.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the June 28th day of 2022 by the following vote:

- AYES: Supervisors Vasquez, Blaser, Fuhrer, Bradford, Fletcher
- NOES: None
- ABSENT: None
- ABSTAINED: None


Chairman


ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF
SUPERVISORS
Angela Dayberry, Board Clerk

By:  DEPUTY FOR
MICHAEL CICCOZZI
YUBA COUNTY COUNSEL
APPROVED AS TO FORM



1 Government Procurement Alliance

COOPERATIVE PROCUREMENT MEMBERSHIP AGREEMENT

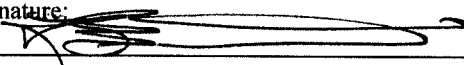
This Agreement is entered into this ____ day of _____, 20____, between the 1 Governmental Procurement Alliance (1GPA), on behalf of its lead government agencies, as identified in **Exhibit A** ("Lead Agencies" and individually a "Lead Agency") and _____ ("Participating Entity"), a _____ located in the State of _____. 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:	Signature: 
Select Type of Entity: <input type="checkbox"/> K12 <input type="checkbox"/> Higher Education <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Municipality <input type="checkbox"/> Other	
Address:	Printed Name:
City/State/Zip Code:	Title:
Email:	
Date:	Phone Number:

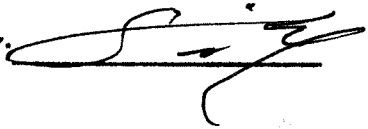
1GPA Approvals

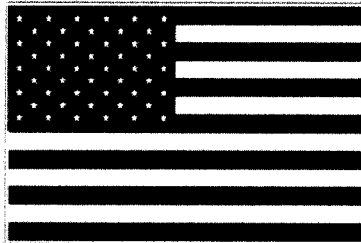
1GPA Signature:
Printed Name:
Title:
Date:

**1GPA –
 1910 W. Washington St.
 Phoenix, AZ 85009**

**P: 866/306-3893
 F: 602/663-9515
 E: admin@1GPA.org**

**APPROVED AS TO FORM
 COUNTY COUNSEL**

BY: 





1Government Procurement Alliance

Exhibit A

Lead Agencies

Arizona

Northern Arizona University

545 E. Pine Knoll Drive
Flagstaff, AZ 86011
928.523.5285

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 Accommodation School District

2972 Centerpointe E. Dr.
Prescott, AZ 86301
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**



1 Government Procurement Alliance

Member Contact Information

Dear 1GPA Member,

We want to take this opportunity to thank you for being a Member of the 1GPA Family! In order to serve you better, we want to be sure that we have the correct points of contacts on file. This will ensure that you are keeping your business and purchasing offices updated on all things 1GPA! We will send out notifications of potential/upcoming contracts, new contracts, cancelled contracts and contracts that have been rebid.

We look forward to serving you!

Business Office Point of Contact for 1GPA:

Name: _____

Title: _____

Entity: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Purchasing/Procurement Office Point of Contact (if different from above):

Name: _____

Title: _____

Entity: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____