

FLOYD COUNTY BOARD OF EDUCATION Tonya Horne-Williams, Superintendent 442 KY RT 550 Eastern, KY 41622 Telephone (606) 886-2354 Fax (606) 886-4550 www.floyd.kyschools.us

William Newsome, Jr., Board Chair - District 3 Linda C. Gearheart, Vice-Chair - District 1 Dr. Chandra Varia, Member- District 2 Keith Smallwood, Member - District 4 Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Approve joining 1GPA National Purchasing Cooperative.

Applicable State or Regulations: Board Policy 01.11 General Powers and Duties of the Board

Fiscal/Budgetary Impact: There is no cost associated with this agenda item.

<u>History/Background:</u> The 1GPA National Purchasing Cooperative is a non-profit governmental purchasing cooperative which allows public entities to take advantage of existing contracts to purchase the goods and service they need from local and national vendors. By joining 1GPA Floyd Co Schools will be able to seek more competitive pricing from vendors and lower expenses.

Recommended Action: I recommend that the FCBOE approve to Join the 1GPA National Purchasing Cooperative

Contact Person(s): Brian Handshoe

Date: 8/28/2025



COOPERATIVE PROCUREMENT MEMBERSHIP AGREEMENT

univ	versit GPA eem	reement is entered into this day of, 20, between the 1 Governmental Procurement Alliance (1GPA), If of its lead government agencies, as identified in Exhibit A ("Lead Agencies" and individually a "Lead Agency") and located in the State of By executing this Agreement, governmental entities and agencies, eligible school districts, charter schools, colleges, ties, tribes, cities, counties, all other public entities, and nonprofit organizations may participate in any bid or proposal issued A on behalf of one or more of the Lead Agencies identified in Exhibit A . If Participating Entity is a governmental entity, this ent shall constitute an interlocal or intergovernmental agreement between Participating Entity and the Lead Agencies identified bit A. As permitted by law, 1GPA has designated by said Lead Agencies as the administrator of the purchasing cooperative and behalf of the governing bodies of the Lead Agencies.
	onsi ows:	deration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as
1.		e specifications, terms, and conditions for products, materials and services to be purchased under this cooperative shall be termined by 1GPA, or as requested by a Lead Agency.
2.		GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring the rticular procurement.
3.	. The Participating Entity shall:	
	a.	Ensure 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 and fulfill other obligations with the selected contractor for all products, materials, and services in accordance with the terms and conditions of the Participating entity's 1GPA contract with the vendor, or other payment

- c. Make timely payment and fulfill other obligations with the selected contractor for all products, materials, and services in accordance with the terms and conditions of the Participating entity's 1GPA contract with the vendor, or other payment arrangements or terms negotiated between the Participating Entity and the 1GPA vendor. Payment, inspection and acceptance of products, materials and services as well as other contractual obligations, including any warranty rights for products, materials or services ordered by the eligible Participating Entity shall be the exclusive obligation between that Participating Entity and its contracted 1GPA vendor.
- 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 fullest 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 or 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. This includes sole responsibility for any actual compliance requirements, findings, questioned costs administrative actions, or other resulting consequences related to Participating Entity's use of 1GPA's services under this Agreement.
- 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, choose to join in the resolution of any dispute between Participating Entity and a 1GPA vendor. Failure of the Participating Entity to secure

performance from its chosen 1GPA vendor in accordance with the terms and conditions of any issued purchase order or contract 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. Signature: Name of Entity: Select Type of Entity: □K12 (School Districts/Charter/Private Schools) □Higher Education □City/Town/Municipality/County □State/Local/Federal Government □Non-Profit □Native American Community □Other Printed Name: Address: Title: City/State/Zip Code: Email: Phone Number: Date: 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





Exhibit A

Lead Agencies

Arizona

Chandler Unified School District

1524 W. Frye Road Chandler, AZ 85224 480.812.7000

City of Tempe

20 East 6th Street Tempe, AZ 85281 480.350.8324

Deer Valley Unified School District

20402 N 15th Avenue Phoenix, AZ 85027 623.445.5100

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

Texas

Deer Park ISD

2800 Texas Ave. Deer Park, TX 77536 832.668.7061

*** THE PARTIES AGREE AND ACKNOWLDGE 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



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:				