



MT. DIABLO UNIFIED SCHOOL DISTRICT GOVERNING BOARD  
**RESOLUTION 24/25-14**  
**ADOPTING AND APPROVING THE MASTER INTERGOVERNMENTAL  
COOPERATIVE PURCHASING AGREEMENT TO OMNIA PARTNERS**

**WHEREAS**, California Public Contract Code § 20118 allow public agencies to “piggyback” for equipment, materials, supplies, vehicles, and personal property (“the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. ...”); and

**WHEREAS**, OMNIA Partners is a cooperative administrator, consisting of OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “OMNIA Partners”), in its capacity as the cooperative administrator; and

**WHEREAS**, governmental agencies may join OMNIA Partners by executing a Master Intergovernmental Cooperative Purchasing Agreement (attached as Exhibit A);

**WHEREAS**, the District desires to become a member of OMNIA Partners in order purchase items in an cost-effective and efficient manner; and

**WHEREAS**, by registering with OMNIA through the approval of the Master Intergovernmental Purchasing Agreement, the District is able to piggyback off the competitively procured contract in accordance with California Public Contract Code § 20118.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Mt. Diablo Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true.
2. It is in the best interests of the District to participate in the cooperative purchasing program administered by OMNIA Partners, which will result in the District having access to competitively procured contracts.
3. That the Board hereby declares its membership in OMNIA Partners 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.
4. That the Board approves the Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit A.

5. That the Board hereby authorizes the District’s Superintendent and/or the designee of either of them, each acting alone, to take any action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

AYES:            NOES:            ABSENCES:            ABSTENTIONS:

\_\_\_\_\_  
Erin McFerrin, Board President

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Linda Mayo, Board Vice President

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Cherise Khaund, Board Member

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Debra Mason, Board Member

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Keisha Nzewi, Board Member

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Dr. Adam Clark, Superintendent

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*Resolution 24/25-14*

*Adopted at the meeting of the MDUSD Governing Board of Education on 09/11/2024*

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## TERMS AND CONDITIONS OF MEMBERSHIP

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject

to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA

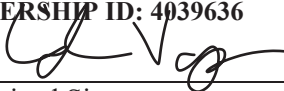
PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
1936 Carlotta Drive, Concord, CA 94519  
(925) 682-8000  
**MEMBERSHIP ID: 4039636**



Authorized Signature

**Adrian Vargas**

Name

**Chief Business Officer**

Title and Agency Name

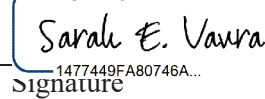
**08/29/2024**

Date

**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**

**OMNIA PARTNERS, PUBLIC SECTOR,**

**INC** Signed by:



Sarah E. Vavra

Name

**Sr. Vice President, Public Sector Contracting**

Title

**8/30/2024 | 9:41 AM CDT**

Date