

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**3/8/2016**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Authorization of a Contract for Cooperative Purchasing with the Houston-Galveston Area Council	Nan Newlon Director of Public Works

**SYNOPSIS**

A resolution has been prepared to authorize execution of an interlocal contract for cooperative purchasing with the Houston-Galveston Area Council (HGAC).

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-2017 identified *Exceptional Municipal Services*.

**FISCAL IMPACT**

There is no cost to join the HGAC Buy Government Purchasing Cooperative.

**UPDATE & RECOMMENDATION**

This item was discussed at the March 1, 2016 Village Council meeting. Staff recommends approval on the March 8, 2016 Consent Agenda.

**BACKGROUND**

The Village's purchasing policy allows the Village to join interagency joint purchasing cooperatives. Through joint purchasing, the Village is able to take advantage of economy of scale. Staff identified an opportunity to purchase a fire engine through the Houston-Galveston Area Council, which is a regional council of governments in Texas. The HGAC Board awards all contracts, which can then be made available to local governments nationwide.

Government entities join by executing an interlocal contract to participate in HGAC Buy. This document sets out the conditions, requirements and processes through which an entity's purchase orders are received, confirmed to contract and processed. Dozens of Illinois communities already participate in the program including nearby municipalities such as Geneva, Highland Park, Lake Forest, Naperville, Wheaton, Arlington Heights, Mount Prospect, Oak Brook, Palatine and Skokie.

HGAC Buy uses mass circulation, minority emphasis print media, and internet services to post legal notices and bid solicitations. Therefore, posting of public notices to solicit bids and the formal competitive bid process are satisfied through HGAC Buy procedures. HGAC staff also research products, write specifications, hold pre-bid conferences, assist with order placement, contact vendor reps, help to resolve

order issues, and review and certify purchase orders to confirm compliance with any specific HGAC Buy contract. The HGAC Buy Program is over 30 years old and specializes in high ticket, capital intensive products and services. All products offered through HGAC Buy have been awarded through a public competitive process. There are no annual membership dues required to purchase through HGAC Buy. HGAC Buy is self-funded through an administrative fee assessed to the contractor.

**ATTACHMENTS**

Resolution

HGAC Cooperative Purchasing Contract

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF  
AN INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING  
BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND HOUSTON-GALVESTON AREA COUNCIL**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Interlocal Contract (the "Contract"), between the Village of Downers Grove (the "End User") and Houston-Galveston Area Council ("H-GAC"), for cooperative purchasing of goods and services, as set forth in the form of the Contract submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Contract, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Contract.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC

No.: \_\_\_\_\_

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \*Village of Downers Grove, Illinois, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \*801 Burlington Ave., Downers Grove, IL 60515

**W I T N E S S E T H**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_ (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* 1/1/2016 and ends \* 12/31/2016. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:****\* Village of Downers Grove**

Name of End User (*local government, agency, or non-profit corporation*)

\* 801 Burlington Ave.

Mailing Address

\* Downers Grove IL 60515

City State ZIP Code

\*By: \_\_\_\_\_

Signature of chief elected or appointed official

\* Martin Tully

Typed Name & Title of Signatory

Date

***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

*\*Denotes required fields*

rev. 12/15