

RESOLUTION NO. 2018- 09

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING
BETWEEN THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
AND THE HOUSTON-GALVESTON AREA COUNCIL**

WHEREAS, the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois (the "District") is an Illinois unit of local government (Constitution, Art. VII, Section 1) and fire protection district duly organized and existing pursuant to Illinois law, including the Fire Protection District Act (70 ILCS 705/1 *et seq.*); and

WHEREAS, the Board has full power to pass all necessary ordinances, and rules and regulations for the proper management and conduct of the business of the Board and the District (70 ILCS 705/6(i)); and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution of 1970 confers broad powers upon units of local government to contract or otherwise associate among themselves, with the State of Illinois, with other states and their units of local government, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any power or powers which may be exercised by any unit of local government in the State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency or unit of local government of any other state or of the United States unless otherwise prohibited by law; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) authorizes units of local government to contract with one or more units of local government, within and outside of the State of Illinois, to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the units of local government entering into the contract is authorized by law to perform, provided that such contract shall be

approved by the governing bodies of each party to the contract and except where expressly prohibited by law; and

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/0.01 *et seq.*) authorizes certain governmental units to purchase personal property and supplies jointly with one or more other governmental units; and

WHEREAS, the Houston-Galveston Area Council ("H-GAC") is a council of governments comprised of a region wide voluntary association of local governments in the State of Texas operating under Chapter 391 of the Texas Local Government Code and is authorized to contract with eligible entities to perform governmental functions, including the purchase of goods and services; and

WHEREAS, H-GAC is a political subdivision of the State of Texas; and

WHEREAS, H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established under the Texas Interlocal Cooperation Act, which allows local governments and certain non-profits to contract or agree to the terms of the Act to make purchases or provide purchasing services and other administrative functions established by another governmental entity; and

WHEREAS, H-GAC through its HGACBuy Program makes available for eligible units of government numerous competitively priced contracts for goods and services; and

WHEREAS, in order to participate in H-GAC's Cooperative Purchasing Program, a state agency, county, municipality, special district, or other political subdivision of a state must enter into an Interlocal Contract with H-GAC; and

WHEREAS, the Board of Trustees have determined that it is in the best interest of the District to participate in H-GAC's Cooperative Purchasing Program.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, as follows:

SECTION ONE: An Interlocal Contract for Cooperative Purchasing between the Lisle-Woodridge Fire Protection District and the Houston-Galveston Area Council attached hereto at EXHIBIT "A" is hereby authorized and approved.

SECTION TWO: That the Board President and Secretary of the Lisle-Woodridge Fire Protection District are hereby authorized to execute the attached Interlocal Contract for Cooperative Purchasing and deliver the same to the Houston-Galveston Area Council for approval.


SECTION THREE: This Resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 27th day of November, 2018, by the following roll call vote:

AYES: Moeller, Chaffin, Perry, Costin, Frank


NAYS: Ø

ABSENT: Ø



Brent Frank, President, Board of Trustees
Lisle-Woodridge Fire Protection District

ATTEST:



Joan Costin, Secretary, Board of Trustees
Lisle-Woodridge Fire Protection District

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

SECRETARY'S CERTIFICATE

I, JOAN COSTIN, the duly qualified and acting Secretary of the Board of Trustees of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

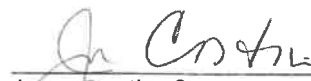
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which Resolution was duly adopted by said Board of Trustees at a meeting held on the 27th day of November, 2018.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and the Board met all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of November, 2018.



Joan Costin, Secretary, Board of Trustees
Lisle-Woodridge Fire Protection District

EXHIBIT "A"

**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING BETWEEN
THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
AND THE HOUSTON-GALVESTON AREA COUNCIL
[ATTACHED]**

EXHIBIT "A"



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 * _____, Lisle Woodridge Fire Protection District, 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 * 1005 School Street Lisle IL 60532

WITNESSETH

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 * 11/27/2018 (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 * 1/1/2018 and ends * 12/31/2018. 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)

*Request for Information

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: Lisle Woodridge Fire Protection District County Name: DuPage
(Municipality/County/District/etc.)

Mailing Address: 1005 School Street Lisle IL 60532
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (630) 353-3000 FAX Number: (630) 353-3099

Physical Address: 1005 School Street Lisle IL 60532
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.lwfd.org

Official Contact: Steve Demas Title: Deputy Chief

(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: 1005 School Street Ph No.: (630) 353-3000 -

(Street Address/P.O. Box)

Fx No.: (630) 353-3099 -

Lisle IL 60532

E-Mail Address: sdemas@lwfd.org

(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____

(Mayor/City Manager/Executive Director etc.)

Mailing Address: _____ Ph No.: _____ -

(Street Address/O.O. Box)

Fx No.: _____ -

(City) (State) (ZIP Code)

E-Mail Address: _____

Official Contact: _____ Title: _____

(Purchasing Agent/Auditor etc.)

Mailing Address: _____ Ph No.: _____ -

(Street Address/O.O. Box)

Fx No.: _____ -

(City) (State) (ZIP Code)

E-Mail Address: _____

Official Contact: _____ Title: _____

(Public Works Director/Police Chief etc.)

Mailing Address: _____ Ph No.: _____ -

(Street Address/O.O. Box)

Fx No.: _____ -

(City) (State) (ZIP Code)

E-Mail Address: _____

Official Contact: Keith Krestan Title: Fire Chief/Administrator

(EMS Director/Fire Chief etc.)

Mailing Address: 1005 School Street Ph No.: (630) 353-3000 -

(Street Address/O.O. Box)

Fx No.: (630) 353-3099 -

Lisle IL 60532

E-Mail Address: kkrestan@lwfd.org

(City) (State) (ZIP Code)

* denotes required fields

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:

*** Lisle Woodridge Fire Protection District**

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

*** 1005 School Street**

Mailing Address

* Lisle IL 60532

City State ZIP Code

*By: 

Signature of chief elected or appointed official

*** Brent Frank President BOT 11/27/2018**

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*