

The Board of Education, Downers Grove Grade School District 58, DuPage County, Illinois met in regular session on Monday, December 12, 2016, at the Longfellow Center.

1. CALL TO ORDER/ROLL CALL

The President called the meeting to order at 7:05 p.m. and announced that it was the regular monthly meeting of the District 58 Board of Education. Members present: President John D. Cooper, and Members Roberta Diehl, Christopher Heppner, Sallie Lupescu, John Miller, and Elizabeth Sigale. Member absent: Vice President Doug Purcell. Also in attendance were Kari Cremascoli, Superintendent; Jayne Yudzentis, Assistant Superintendent for Personnel; Jessica Stewart, Assistant Superintendent for Special Services; Matthew Rich, Assistant Superintendent for Curriculum and Instruction; David Bein, Assistant Superintendent for Business/CSBO; Lorie Pilster, Director of Business Services; Ken Young, Director of Buildings and Grounds; James Eichmiller, Director of Innovative Technology and Learning; Megan Hewitt, Coordinator of Community Relations; and Pamela A. Osika, Board Secretary. Attending this meeting were at least 39 visitors. (Visitors' Roster attached to official minutes.)

2. FLAG SALUTE

Judy Kmak, principal of Highland School, introduced Student Council sponsors Cheryl Varys and Jennifer Dunlap and student council officers Ava Fiermuga, President; Gianna Hunsche, Vice President; Emily Smetana, Grade 6 Secretary; and Dana Kamilis, Grade 5 Secretary. The students led the audience in the Pledge of Allegiance to the flag. The officers talked about activities, fundraisers, and events for this school year including a holiday pen and pencil sale, the school store, and kindness grams. Last year, Student Council raised enough money to purchase a refillable water bottle station for Highland School. Spirit days planned for this year include PJ Day, Twin Day, Stuffed Animal Day, and Holiday Wear Day. In November, cards were sent to U.S. troops in honor of Veterans Day, and in December, a Giving Tree was sponsored to collect toys, coats, hats, and mittens for needy families. Pennies for Pasta events raised money for the Leukemia and Lymphoma Society.

Highland PTA President Dawn Burrows shared how that organization supports Highland School with fun and educational activities that involve students, parents, and staff. The school year began with the annual Back to School Fun Fair and in September, the annual Fun Run raised \$22,000, which was enough to fund all programs for the year. Other planned events include Bingo Night, Holiday Shoppe, Family Roller Skating, Family Reading Night, Math and Science Night, and the One Book One School program.

3. NON-ACTION REPORTS

"Spotlight on our Schools" – Education Foundation Grants

Megan Hewitt, Community Relations Coordinator, introduced Education Foundation Director and Grant Committee Chair David Olsen and grant recipients. Funding was provided for a record-breaking 31 teacher grants totaling

\$22,705 during the 2016-2017 school year. Ms. Hewitt shared information about each project and how they will benefit students. Mr. Olsen presented a check from the Education Foundation of Downers Grove District 58 to fund this year's grants.

4. COMMUNICATIONS

- A. Email from Tracy Weiner regarding MAP data for surrounding districts
- B. Freedom of Information Act request from Dan Lichtenstein-Boris, SEIU73, for records of all employees of District 58 in Excel format
Response from Dr. Jayne Yudzentis, Assistant Superintendent for Personnel
- C. Freedom of Information Act request from Kelli Janczewski for a copy of email sent 11/14/16 from the DGEEA Union to Board member / members
Response from Dr. Kari Cremascoli, Superintendent
- D. Freedom of Information Act request from Tracy Weiner for all communications to Board members from DGEEA union representatives and /or teachers from October 17, 2016 to November 14, 2016
Response from Dr. Kari Cremascoli, Superintendent
- E. Freedom of Information Act request from Kylie Spahn for a copy of a FOIA request from Ms. Tanya Marquez between October 17, 2016 and November 4, 2016
Response from Dr. Kari Cremascoli, Superintendent
- F. Email from David Fisher regarding recent Board meeting comment
- G. Email from Tracy Weiner regarding Puffer-Hefty PTA meeting
- H. Email from Tracy Weiner regarding Meet & Confer Strategic Plan Committee
- I. Email from Valerie Hardy regarding Meet & Confer Strategic Plan Committee
- J. Email from Annette Ohlsen regarding lice policy
- K. Freedom of Information Act request from Jared Rutecki, Better Government Association, for Collective Bargaining Agreements, Administrator Contracts, Budget, Legal Settlements, and Payroll information
Response from Dr. Kari Cremascoli, Superintendent
- L. Email from Tracy Weiner regarding thank you
- M. Freedom of Information Act request from Nathan Mihelich, Illinois Retired Teachers Association, for name, title, email address of any teachers or administrators who are retiring in 2017
Response from Dr. Kari Cremascoli, Superintendent
- N. Email from Tracy Weiner regarding Meet & Confer Strategic Plan Committee
- O. Email from Jill Samonte regarding School Board question
- P. Email from Jeff & Tammy Thompson

5. **REPORTS TO THE BOARD**

A. Superintendent

Superintendent Kari Cremascoli reported that the annual school environment survey is open for parents, students, and teachers to complete by December 16, 2016. That is also the last day to register for the Science Fair, which is scheduled to take place on January 21, 2017. The first meeting of the Meet & Confer Strategic Plan (MCSP) Committee was held on December 6, 2016. Dr. Cremascoli noted that several parents expressed interest in joining this committee, and the PTA Council held a drawing to randomly determine committee placement. Parents not selected for the MCSP Committee expressed interest in serving on one of the other Board committees: Policy, Legislative, or Financial Advisory. Current membership of Board committees will be reviewed. In addition, Dr. Cremascoli announced consideration of establishing a Superintendent's advisory council, which would offer another opportunity for parents and community members to more directly connect with District leadership. Curriculum committees continue to make progress toward accomplishing goals for the year. The second session of grade level math professional development is taking place. The English-Language Arts (ELA) Committee will be reviewing publisher materials and has created a timeline for piloting and adopting new ELA curriculum materials. The STEM Committee participated in a productive District Science Collaborative. The Technology Committee is looking to replace iPads with Chromebooks and is preparing to make a recommendation to the Board in the coming months. Winter assessments will begin after winter break. District 58 students who participated in the PTA Reflections Program were recognized during a celebration on December 7, 2016. Grove Children's Preschool will hold open houses for current and prospective families on January 25, 2017 at Henry Puffer School and on January 26, 2017 at Indian Trail School. The Education Foundation will host the Harlem Wizards fundraiser event on February 12, 2017.

B. Monthly Business

The Board received business reports, the investment report, and revenue and expenditure summary reports for the month ending November 30, 2016. Assistant Superintendent for Business/CSBO David Bein reported that revenues and expenditures are generally on target. The State still owes District 58 approximately \$800,000 from FY16 as well as approximately \$789,000 for FY17, which has been vouchered. The District is monitoring fund balances and will recommend transfers from the Working Cash Fund if needed, which has been done in the past. As was mentioned last month, a recommendation is being made to move the District's medical reserve account to Community Bank of Downers Grove, resulting in cost savings for the District in monthly fees. Consideration is also being given to moving the District's cafeteria account. Mr. Bein recently met with business managers from surrounding school districts and all reported significant increases in transportation costs this school year. Some districts noted increases as high as 25%. This issue demonstrates challenges school districts face accommodating uncapped expenditure increases, when most revenues are capped. Governor Rauner continues to advocate for a permanent property tax freeze; this would have a tremendous negative impact on District 58 and those school districts that rely on property taxes for the majority of school funding.

C. Treasurer's Report

There was nothing special to report in regard to the Treasurer's Report.

D. Policy Committee

Member Lupescu reported on the November 22, 2016 Policy Committee meeting. In addition to the three policies that appear on the Board agenda for first reading, the Policy Committee also reviewed Policy #2010 – Administration – Superintendent of Schools. Further discussion by the Committee is needed before recommended revisions of that policy are brought to the Board.

1. First Reading - Policy #3430 – Business – District Property

Member Lupescu moved and Member Miller seconded her motion to approve for first reading Policy #3430 regarding District property and place it on the January Board agenda for final approval.

VOICE VOTE

Motion carried

2. First Reading – Draft Policy #8360 - Internal Board Operations - Board Member Compensation; Expenses

Member Heppner moved and Member Diehl seconded his motion to approve for first reading Draft Policy #8360 regarding Board member compensation expenses and place it on the January Board agenda for final approval.

VOICE VOTE

Motion carried

3. First Reading - Draft Policy #3324 - Business - Use of Credit and Procurement Cards

Member Diehl moved and Member Miller seconded her motion to approve for first reading Draft Policy #3324 regarding use of credit and procurement cards and place it on the January Board agenda for final approval.

VOICE VOTE

Motion carried

4. Disussion – Policies #1150, #8255, #8244 regarding Board Communications

The Policy Committee had discussed policies that cover Board communications and decided to ask for feedback and direction from the Board of Education before moving forward. The Board discussed proposed guidelines to follow when listing communications on the monthly Board agenda. Past practice, mandates, time constraints, and IASB PRESS (*Policy Reference Education Subscription Service*) model policies were given consideration. The Policy Committee will discuss these policies further in January.

- E. Legislative Committee
The Legislative Committee did not meet since the last Board meeting.
- F. Financial Advisory Committee
The Financial Advisory Committee did not meet in December.
- G. Meet & Confer Strategic Plan Committee
Member Sigale reported on the December 6, 2016 Meet & Confer Strategic Plan Committee meeting. The Committee reviewed its purpose, goals and next steps. Committee members divided into five small groups to draft a mission statement for the Committee. When reviewed, the five individual mission statements reflected a similar theme. Additional attention will be given to finalizing the mission statement of the Committee by January. It was noted that three schools were not represented on the Committee. Member Sigale said that the actual Strategic Plan process will be very broad and include representation from all schools and the community at large. In addition, Committee meetings comply with the Open Meetings Act and are open to the public. The Committee will consider expanding its membership to include representatives from all schools.

6. DISCUSSION

Kingsley Playground Committee

Kingsley School Principal Mark Stange introduced Kim Breier, Kingsley Playground Committee Chair. Ms. Breier explained that the Playground Committee was established two years ago and began researching playground improvement options. Kingsley hosts the SASSED special education program and hopes to raise enough money to install a fully-accessible playground for all students to enjoy. The Committee asked for the Board's support as they begin fundraising for the project. The Board thanked the Committee for their hard work and encouraged them to move forward.

7. RECEPTION OF VISITORS

Peggy Delaney, Hillcrest parent, spoke in support of a robust art curriculum, favors expanding time for the art program, and compared minutes dedicated to the art curriculum in District 58 to other District 99 feeder district programs.

Alison Rozell, Hillcrest parent, also supports art, mentioned that the District 58 website did not contain updated information regarding the art curriculum, and stated that it is difficult to attend the Meet & Confer Strategic Plan Committee meetings at 7:00 a.m.

Dana Cox, Belle Aire parent, expressed interest in the Meet & Confer Strategic Plan Committee.

Arthur Kraft, Herrick parent, shared concerns regarding procedure for a student to be excused from P.E.

Craig Young, DGEEA president, spoke about communication between the DGEEA and Board of Education.

Mark White, DGEEA representative, commented on difficulties faced by District 58, how information is gathered, and communication between the DGEEA and Board of Education.

8. APPROVAL OF MINUTES

A. Approval of Minutes – November 14, 2016

Member Heppner moved and Member Diehl seconded his motion to approve the minutes of the November 14, 2016 regular meeting as presented.

VOICE VOTE

Motion carried

B. Approval of Minutes – November 28, 2016

Member Miller moved and Member Diehl seconded his motion to approve the minutes of the November 28, 2016 financial workshop/School Board candidate orientation as presented.

VOICE VOTE (*Member Lupescu abstained*)

Motion carried

C. Approval of Minutes – November 30, 2016

Member Miller moved and Member Diehl seconded his motion to approve the minutes of the November 30, 2016 building tour and PTA meeting as presented.

VOICE VOTE (*Member Lupescu abstained*)

Motion carried

9. CONSENT AGENDA

There being no request for individual consideration of any items on the consent agenda, the President stated that a motion would be in order relative to items on the consent agenda, consisting of the Personnel Report and Financial Statements consisting of the List of Bills and Summary. Member Heppner moved and Member Diehl seconded his motion to approve the following items:

A. Personnel

The appointment of one certified teacher and one instructional assistant, the retirement of one certified teacher effective June 2020 and one instructional assistant effective June 2017, the request for Family Medical Leaves of Absence for five certified teachers, and the resignation of one certified teacher and one instructional assistant.

B. Financial Reports

The list of bills and obligations prepared for payment on December 12, 2016 as well as the revolving and imprest issued in November 2016 as shown on the list submitted under the date of December 12, 2016 in the total amount of \$2,357,637.67 and direct that they be so entered in the minutes and orders drawn for their payment in accordance with the following summary and that the President and Secretary be authorized to certify the list to the School Treasurer.

**BOARD OF EDUCATION DISTRICT 58
SUMMARY PAGE DECEMBER 12, 2016
LIST OF BILLS & EXPENDITURES**

EDUCATION FUND

List of Bills - December 12, 2016	\$500,870.52
Revolving Fund - November 2016	\$20,215.18
Imprest Checks - November 2016	\$20,345.49

OPERATIONS & MAINTENANCE FUND

List of Bills - December 12, 2016	\$117,395.73
Revolving Fund - November 2016	\$780.50
Imprest Checks - November 2016	\$5,666.26

DEBT SERVICE

List of Bills - December 12, 2016	\$0.00
Revolving Fund - November 2016	\$1,276,075.00

TRANSPORTATION FUND

List of Bills - December 12, 2016	\$415,361.99
Revolving Fund - November 2016	\$0.00
Imprest Checks - November 2016	\$927.00

IMRF

List of Bills - December 12, 2016	\$0.00
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FICA/MEDICARE

List of Bills - December 12, 2016	\$0.00
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SITE & CONSTRUCTION FUND

List of Bills - December 12, 2016	\$0.00
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WORKING CASH FUND

List of Bills - December 12, 2016	\$0.00
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FIRE & LIFE SAFETY FUNDS

List of Bills - December 12, 2016	\$0.00
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MEDICAL INSURANCE RESERVE FUND

List of Bills - December 12, 2016	\$0.00
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SINKING FUND

List of Bills - December 12, 2016	\$0.00
Revolving Fund - November 2016	\$0.00

Total	\$2,357,637.67
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ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, and Sigale
NAYS: None Motion carried

(Copy of Treasurer's Report and Financial Statements
attached to official minutes)

10. RECOMMENDATIONS FOR ACTION

A. Adoption of 2016 Certificate of Levy

Member Heppner moved and Member Diehl seconded his motion to adopt the 2016 Certificate of Levy in the amount of \$53,400,000.00.

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, and Sigale
NAYS: None Motion carried

B. Acceptance of the 2015-2016 Audit Report

Assistant Superintendent for Business/CSBO David Bein introduced Betsy Allen and Andrea Meade from Miller Cooper & Co., Ltd. who presented the FY16 Audit Report.

Member Miller moved and Member Diehl seconded his motion to accept the FY 2015-2016 Audit Report as prepared by Miller Cooper & Co., Ltd.

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, and Sigale
NAYS: None Motion carried

C. Revise Section 125 Cafeteria Plan

Member Diehl moved and Member Heppner seconded her motion to approve changing the definition of eligible employee in the Downers Grove Grade School District #58 Flex Spending Account (FSA) plan to include permanent part-time employees who have access to health insurance or related benefits.

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, and Sigale
NAYS: None Motion carried

D. Resolution of Association or Organization (Community Bank of Downers Grove)

Member Miller moved and Member Diehl seconded his motion to adopt the resolution of association or organization of Community Bank of Downers Grove as a depository of Downers Grove Grade School District 58 and authorizing the appropriate signatures.

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, and Sigale
NAYS: None Motion carried

E. Resolution - Cooperative Purchasing Agreements

Member Diehl moved and Member Miller seconded her motion to adopt the Resolution Authorizing Execution of Interlocal Contracts for Cooperative Purchasing between Downers Grove Grade School District 58 and Governmental Agency Purchasing Cooperatives. (Attachment 12/12/16 A)

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, and Sigale
NAYS: None Motion carried

- F. Bid - Special Education Transportation Services and Management
Member Diehl moved and Member Lupescu seconded her motion to enter into a three-year contract with Sunrise Southwest, LLC for special education transportation services and management beginning with the 2017-2018 school year and ending June 30, 2020, with optional fourth and fifth year renewals, based on the route rates provided.

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, and Sigale
NAYS: None Motion carried

- G. Bid - Single Student and Small Group Transportation Services
Member Lupescu moved and Member Diehl seconded her motion to reject all bids for Single Student and Small Group Transportation.

A brief explanation was given for recommending to reject all bids.

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, and Sigale
NAYS: None Motion carried

- H. Second Reading - Policy # 5150.2 - Students - Student Athlete Concussions and Head Injuries
Member Miller moved and Member Diehl seconded his motion to approve the revisions to Policy #5150.2 regarding student athlete concussions and head injuries.

VOICE VOTE Motion carried

- I. Second Reading - Policy #8022 - Internal Board Operations - Meetings
Member Lupescu moved and Member Diehl seconded her motion to approve the revisions to Policy #8022 regarding meetings.

VOICE VOTE Motion carried

11. RECEPTION OF VISITORS

Tracy Weiner, Henry Puffer parent, questioned the dollar amount being allocated to the ELA curriculum during FY18 and FY19, as presented during the recent financial workshop.

12. ANNOUNCEMENTS

President Cooper announced the following dates:

Tuesday, January 3

Financial Advisory Committee Meeting
7:00 a.m. ASC Office

Monday, January 9	Regular Board Meeting 7:00 p.m. Longfellow Center
Tuesday, January 10	6:00 p.m. Building Tour 6:30 p.m. PTA Meeting O'Neill Middle School; 635 59th Street; D.G.
Thursday, January 12	Meet & Confer Strategic Plan Committee Meeting 7:00 a.m. Longfellow Center
Wednesday, January 18	Legislative Committee Meeting 3:45 p.m. ASC Office
Thursday, January 19	Coffee with the Staff 7:30 a.m. Indian Trail School

13. CLOSED SESSION

Member Diehl moved and Member Lupescu seconded the motion to move to closed session for the purpose of discussing matters relating to

- the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District; 5 ILCS 120/2(c)(1);
- the placement of individual students in special education programs and other matters relating to individual students; 5 ILCS 120/2(c)(10);
- litigation, when an action against, affecting or on behalf of the District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes; 5 ILCS 120/2(c)(11);
- discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06; 5 ILCS 120/2(c)(21).

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, and Sigale
NAYS: None Motion carried

Member Diehl moved and Member Miller seconded the motion to reconvene in open session.

VOICE VOTE Motion carried

The Board convened to closed session at 9:40 p.m. and reconvened to open session at 10:10 p.m.

14. ACTION RESULTING FROM CLOSED SESSION

A. Approval of Closed Session Minutes

Member Diehl moved and Member Miller seconded the motion to approve the minutes of the November 14, 2016 closed session meeting.

VOICE VOTE

Motion carried

B. Review of Closed Session Minutes

Member Lupescu moved and Member Diehl seconded the motion to keep the minutes from the November 14, 2016 closed session meeting permanently closed due to the confidential nature of the contents.

VOICE VOTE

Motion carried

15. ADJOURNMENT

Member Diehl moved and Member Miller seconded the motion to adjourn the meeting.

VOICE VOTE

Motion carried

The meeting was adjourned at 10:11 p.m.

John D. Cooper, President

Pamela A. Osika, Secretary

**A RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL CONTRACTS
FOR COOPERATIVE PURCHASING BETWEEN DOWNERS GROVE GRADE
SCHOOL DISTRICT 58 AND GOVERNMENTAL AGENCY PURCHASING
COOPERATIVES**

WHEREAS, the Illinois School Code allows an exemption from the bidding requirement when State Master Contracts authorized under Article 28A of the Illinois School Code [105 ILCS 5/28A-5 et seq.] are utilized, and

WHEREAS, the Board of Education of Downers Grove Grade School District 58 desires to participate in Governmental Agency Purchasing Cooperatives; and

WHEREAS, HGAC-Buy (Houston-Galveston Area Council), NCPA (National Cooperative Purchasing Alliance), and TCPN (The Cooperative Purchasing Network) are Governmental Agency Purchasing Cooperatives; and

WHEREAS, Inter-Local Contracts with the above named Governmental Agency Purchasing Cooperatives and other comparable cooperatives are substantially in the form of those attached;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Downers Grove Grade School District 58, DuPage County, Illinois as follows:

SECTION 1: That the form and substance of Inter-Local Contracts (the “Contracts”), between Downers Grove Grade School District 58 (the “End User”) and Governmental Agency Purchasing Cooperatives, for cooperative purchasing of goods, and services, as recommended by the Assistant Superintendent for Business/CSBO, are approved.

SECTION 2: That the Superintendent and the Assistant Superintendent for Business/CSBO are hereby respectively authorized and directed for and on behalf of Downers Grove Grade School District 58 to execute, attest, seal and deliver the Contracts, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as are deemed necessary.

SECTION 3: That the proper officials, agents, and employees of Downers Grove Grade School District 58 are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of District 58 in accordance with the provisions of the Contracts.

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

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

Passed this 12th day of December, 2016, pursuant to a roll call vote as follows:

AYES: 6

NAYS: 0

ABSENT: 1

APPROVED by me this 12th day of December, 2016.



Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. 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 Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. 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 the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any

such termination.

9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

Terms of Participation

National IPA Participation Agreement

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") with National Intergovernmental Purchasing Alliance Company ("National IPA") to be appended and made a part hereof and such other public agencies ("Participating Public Agencies") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively the "National IPA Parties") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS , after a competitive solicitation and selection process by Principal Procurement Agencies, 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 National IPA 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;

WHEREAS , in addition to Master Agreements, the National IPA 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 agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted 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.

3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. That the Participating Public Agency agrees that the National IPA 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, including but not limited to Vizient Supply, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided that the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
6. That 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.
7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. 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 the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.
9. 9. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.
10. 10. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

TCPN Standard Membership Agreement

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions

and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of- state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

The Cooperative Purchasing Network
2555 Meridian Blvd., Ste. 300
Franklin, TN 37067



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 * _____, 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 * _____

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 * _____ (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 * _____ and ends * _____. 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:

*

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

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

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