

## FIRST AMENDED AGREEMENT

### SOUTH SUBURBAN SCHOOL PURCHASING COOPERATIVE

THIS FIRST AMENDED AGREEMENT, made this 22nd day of September, 2011, by and between School Districts 128, 142, 143, 143.5, 144, 146, 148, 152.5, 153, 155, 160, 161, 162, 163, 168, 170, 171, 172, 201-U, Southland College Preparatory School, and Special Education Joint Agreements SWCCASE, ECHO, and #802 (S.P.E.E.D.).

#### WITNESSETH:

WHEREAS, the governing boards of the respective Districts desire to enter into a joint agreement for the purchase of materials, supplies, equipment and services, such to be known as the South Suburban School Purchasing Cooperative; and

WHEREAS, it is the desire of the aforesaid Districts to provide for the administrative details necessary for the convenient functioning of such Cooperative;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is acknowledged by all parties, promise and agree as follows:

1. This Agreement is being entered into pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/1 et.seq.) and Section 10 of Article VII of the 1970 Illinois Constitution.

2. It is understood and agreed by the parties to this Agreement that they combine the purchases of materials, supplies, equipment and services whenever it appears such combination will be to the advantage of the Districts participating.

3. A Joint Purchasing Board shall be established in which membership will consist of one (1) representative from each of the Districts participating in the Cooperative. Such

representative shall be an administrator designated by the governing board of each District from the business/administrative staff of the District. Furthermore, each District shall select one alternate representative from the business/administrative staff of the School District who is entitled to act in the absence of the representative. Only the representative, or in his/her absence the alternate representative, is entitled to vote on matters before the Joint Purchasing Board. The name and title of each representative and alternate shall be submitted to the Cooperative in writing, on District letterhead, signed by the Superintendent of the District, before each is entitled to vote. Said representative or alternate may be changed at any time by majority vote of the governing board of the District they represent. Notice of such change shall be given in writing, on District letterhead, signed by the Superintendent of the District, to the Cooperative no later than the next meeting of the Cooperative. Failure of a District to appoint or select a representative or alternate shall not affect its responsibilities or obligations under this Agreement.

4. Each District agrees to allow said representative or alternate sufficient time to perform all the duties required hereunder. The Joint Purchasing Board shall establish its own organization of a chairman and/or secretary for the Joint Purchasing Board, such to serve without additional compensation.

5. The duties of the Joint Purchasing Board shall be to meet periodically as shall be agreed upon but no less than twice per year, for the purpose of preparing specifications for the various types of materials, supplies, equipment and services which may be jointly purchased and to discuss other problems pertinent to the joint purchasing program. The Joint Purchasing Board shall supply add or subtract from the list of items to be jointly purchased from time to time as agreed upon.

6. Each representative on the Joint Purchasing Board shall be entitled to one vote.

Such vote shall be by the representative or in his/her absence the alternate representative. No proxy votes or absentee votes shall be permitted. A simple majority of those representatives voting on a proposition when a quorum is present shall be sufficient to pass upon all matters before the Joint Purchasing Board unless otherwise specified. A quorum shall consist of a majority of those representatives entitled to vote on the Joint Purchasing Board. If a quorum is not present, the Joint Purchasing Board shall not be authorized to take any binding votes.

7. The Joint Purchasing Board shall act in compliance with the *Illinois Open Meetings Act* (5 ILCS 120/1, *et seq.*).

8. Each governing board of each District shall in writing designate, prior to advertising, the items to be purchased, the quantities and the terms of shipment for their respective District. It is understood that each of the participating Districts have the privilege of either joining in or not joining in the purchase of any items upon which joint purchasing bids are to be secured.

9. All joint purchases shall be carried out by complying with the following provisions: (a) All purchases shall be based upon competitive sealed bids. (b) Legal notice for the solicitation of bids must be published at least once in a newspaper of general circulation in Cook County and at least once in a newspaper of general circulation in Will County (if there is one newspaper of general circulation in both counties, publication of notice in such newspaper shall comply with this provision). (c) Such notice must be published at least ten (10) calendar days before the date on which bids shall be opened. (d) Such notice shall include a general description of the property, supplies or services to be purchased and shall state where all blank bid documents and specifications may be obtained and the time and place for the opening of bids. (e) The notice shall further state that the individual participating Districts are the direct

purchasing entities and that the credit and liability of each individual District shall remain separate and distinct. (f) Bids may also be solicited by sending bid requests by mail to prospective bidders.

10. It is understood and agreed that, after the receipt of the bids, they will be examined by the Joint Purchasing Board which shall then certify to each participating District the lowest responsible bidder. Each party hereto delegates to the Joint Purchasing Board the power and authority to accept bids on behalf of each such participating District, provided the Joint Purchasing Board certifies that the bidder is the lowest responsible bidder. The decision of whether to accept or reject bids shall be the sole decision of the Joint Purchasing Board.

11. The parties hereto agree that they shall award the bid to the lowest responsible bidder, as determined by the Joint Purchasing Board, in each particular category or class. The Joint Purchasing Board shall take into consideration the qualities of the articles and/or services supplied, their conformity with the specifications, their suitability to the requirements of the participating Districts, and the terms of delivery.

12. Each participating District shall issue its respective purchase orders. The participating Districts shall be billed and make payment to vendors individually for their respective portion of joint purchases made hereunder and under no circumstances shall any District be responsible for payment on account of another participating District's purchase hereunder. All property, supplies and services shall be delivered or rendered directly to the District purchasing the same.

13. The Joint Purchasing Board shall compile a rotation schedule for designation of the responsibility for acting as The Joint Purchasing Agent for the each separate procurement of services, materials, paper, supplies or such other needs as determined by the Joint Purchasing

Board to bid collectively as a group. The rotation schedule shall also be the method of appointment of the Joint Purchasing Board Chairman and Secretary for the ensuing school year.. Such Joint Purchasing Agents will arrange for the final preparation of all bidding documents, the mailing of bids, and all other matters necessary to effectuate the purposes of this Agreement. Publication of the Notice of Bid shall be the responsibility of the Chairman's district. Such services will be performed by each Joint Purchasing Agent without compensation. The selection of the Joint Purchasing Agents shall be by majority vote of the acceptance of the Rotation Schedule of the Joint Purchasing Board. The Joint Purchasing Agents shall have no individual liability for any action taken in good faith in connection with their duties under this Agreement, and each and every participating District hereby agrees to indemnify and hold harmless said Joint Purchasing Agent for any costs, expenses, lawsuits and claims whatsoever arising either directly or indirectly out of the good faith performance of the duties of the Joint Purchasing Agent hereunder.

14. Each bid received under this Agreement, with the name of the bidder, shall be entered on records to be kept by the Joint Purchasing Board hereunder, which records shall indicate the successful bid and shall, after the award of the purchase or contract, be open to public inspection. A copy of all contracts shall be filed with the Joint Purchasing Agent.

15. The governing board of the Joint Purchasing Agent's District agrees to appropriate sufficient sums annually in its official budget to meet its cost of operation hereunder.

16. The cost of advertising and any other costs incidental to the advertising shall be borne by the Joint Purchasing Board Chairman's District.

17. Any participating District may withdraw from this Agreement and the South Suburban School Purchasing Cooperative upon giving at least thirty (30) days written notice to

the remaining participating Districts hereunder. Withdrawal shall be effective thirty (30) days after said notice is received.

18. In the event that any dispute arises between an individual participating District and a successful bidder, the same shall be handled by and between the individual District and the bidder.

19. Any District withdrawing from the Cooperative shall still be liable and responsible for all obligations incurred before the effective withdrawal date.

20. In the case that the Joint Purchasing Agent's District elects to withdraw from the Cooperative, the Joint Purchasing Board shall meet within thirty (30) days of receipt of the written request to withdraw to designate a new Joint Purchasing Agent.

21. Any District may be expelled from this Cooperative upon the vote of 2/3 of the District's participating in said Agreement.

22. Each individual District who is a party to this Agreement shall pass a resolution authorizing its District to participate in this Agreement and send a certified copy of such resolution to the Cooperative.

23. This Agreement may be executed in duplicate counterparts with the same force and effect as an original, and all of which taken together shall constitute the Agreement.

IN WITNESS WHEREOF, the participating Districts hereto have caused this Agreement to be executed by an appropriate officer or officers thereon the day and year first above written.

DESIGNATION OF REPRESENTATIVES:

Jina Dunn  
School District Authorized Representative

Mark Schilling  
School District Authorized Alternate

Board Member \_\_\_\_\_ moved to adopt this Resolution and Member \_\_\_\_\_ seconded the motion. Upon roll call vote, the members voted as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED THIS 22<sup>nd</sup> day of September, 2011.

\_\_\_\_\_  
President, Board of Education  
Community Consolidated School District 146

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education  
Community Consolidated School District 146