

# RECORD OF RESOLUTIONS

Dayton Legal Office, Inc. Form No. 30045

Resolution No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

**CITY OF BELPRE**  
**RESOLUTION NO. 8 (2018-19)**

**A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO EXECUTE A CONTRACT WITH H-GAC TO PARTICIPATE IN THEIR COOPERATIVE PURCHASING PROGRAM**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BELPRE, OHIO, THAT:**

**SECTION I**

The Safety-Service Director is hereby authorized to execute a contract with H-GAC to participate in their cooperative purchasing program, a copy of which contract is hereto attached as Exhibit A.

**SECTION II**

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety of the City, and for the further reason that immediate approval of this contract is necessary to allow the City to proceed toward purchasing a fire truck through H-GAC's cooperative purchasing program. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: April 23, 2018 \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: Kimberly S. Muesel

PRESENTED TO MAYOR: 4/23/18 \_\_\_\_\_  
MAYOR

APPROVED BY MAYOR: 4/23/18

**CLERK'S CERTIFICATION OF PUBLICATION**

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on April 23, 2018, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

April 23, 2018 \_\_\_\_\_  
Kimberly S. Muesel



**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 \* \_\_\_\_\_  
City of Belpre \_\_\_\_\_, 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 \* 715 Park Drive, Belpre Ohio 45714

**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 \* April 23, 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 \* January 1, 2018 \_\_\_\_\_ and ends \* December 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)

**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 IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

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

\* P. O. Box 160  
\_\_\_\_\_  
Mailing Address  
\* Belpre Ohio 45714  
\_\_\_\_\_  
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

**\*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](mailto: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: City of Belpre County Name: Washington  
*(Municipality/County/District/etc.)*  
Mailing Address: P. O. Box 160 Belpre Ohio 45714  
*(Street Address/P.O. Box) (City) (State) (ZIP Code)*  
Main Telephone Number: ( 740 ) 423-7592 FAX Number: ( 740 ) 423-4967  
Physical Address: 715 Park Drive Belpre Ohio 45714  
*(Street Address, if different from mailing address) (City) (State) (ZIP Code)*  
Web Site Address: www.cityofbelpre.com

Official Contact: Ron Cross  
*(Point of Contact for HGACBuy Interlocal Contract)*  
Mailing Address: P.O. Box 160  
*(Street Address/P.O. Box)*  
Belpre Ohio 45714  
*(City) (State) (ZIP Code)*

Title: Safety-Service Director  
Ph No.: ( 740 ) 423 - 7592  
Fx No.: ( 740 ) 423 - 4967  
E-Mail Address: belpressd@lumos.net

Authorized Official: Mike Lorentz  
*(Mayor/City Manager/Executive Director/etc.)*  
Mailing Address: P.O. Box 160  
*(Street Address/O.O. Box)*  
Belpre Ohio 45714  
*(City) (State) (ZIP Code)*

Title: Mayor  
Ph No.: ( 740 ) 423 - 7592  
Fx No.: ( 740 ) 423 - 4967  
E-Mail Address: belpremayor@lumos.net

Official Contact: Leslie Pittenger  
*(Purchasing Agent/Auditor etc.)*  
Mailing Address: P.O. Box 160  
*(Street Address/O.O. Box)*  
Belpre Ohio 45714  
*(City) (State) (ZIP Code)*

Title: Auditor  
Ph No.: ( 740 ) 423 - 7592  
Fx No.: ( 740 ) 423 - 4967  
E-Mail Address: \_\_\_\_\_

Official Contact: Will Neff  
*(Public Works Director/Police Chief etc.)*  
Mailing Address: P.O. Box 160  
*(Street Address/O.O. Box)*  
Belpre Ohio 45714  
*(City) (State) (ZIP Code)*

Title: Council President  
Ph No.: ( 740 ) 423 - 7592  
Fx No.: ( 740 ) 423 - 4967  
E-Mail Address: \_\_\_\_\_

Official Contact: Tony Cronin  
*(EMS Director/Fire Chief etc.)*  
Mailing Address: P.O. Box 160  
*(Street Address/O.O. Box)*  
Belpre Ohio 45714  
*(City) (State) (ZIP Code)*

Title: Fire Chief  
Ph No.: ( 740 ) 423 - 7592  
Fx No.: ( 740 ) 423 - 4967  
E-Mail Address: \_\_\_\_\_

\* denotes required fields

City of Belpre \_\_\_\_\_ (End User) is a non-profit corporation with an Internal Revenue Service determination in compliance with the Internal Revenue Code Section \_\_\_\_\_. Copies of IRS determination letter and By-Laws/Charter/Articles of Incorporation are enclosed.

End User is a non-profit corporation created and operated to provide one or more governmental functions and services. "Governmental functions and services" means all or part of a function or service in any of the following areas:

Please check the appropriate Functions/Services:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Police Protection and Detention Services | <input checked="" type="checkbox"/> Fire Protection           |
| <input checked="" type="checkbox"/> Streets, Roads, and Drainage             | <input checked="" type="checkbox"/> Public Health and Welfare |
| <input checked="" type="checkbox"/> Parks and Recreation                     | <input type="checkbox"/> Library and Museum Services          |
| <input checked="" type="checkbox"/> Records Center Services                  | <input checked="" type="checkbox"/> Waste Disposal            |
| <input checked="" type="checkbox"/> Planning                                 | <input checked="" type="checkbox"/> Engineering               |
| <input type="checkbox"/> Comprehensive Health Care and Hospital Services     | <input checked="" type="checkbox"/> Public Funds Investment   |
| <input type="checkbox"/> Primary, Secondary or Post-Secondary Education      |   |

Administrative Functions\*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Tax Assessment and Collection | <input checked="" type="checkbox"/> Data Processing  |
| <input checked="" type="checkbox"/> Personnel Services            | <input type="checkbox"/> Warehousing                 |
| <input checked="" type="checkbox"/> Purchasing                    | <input checked="" type="checkbox"/> Equipment Repair |
| <input checked="" type="checkbox"/> Records Management Services   | <input type="checkbox"/> Printing                    |

\*Administrative functions means functions normally associated with the routine operation of government.

End User agrees to notify the Houston-Galveston Area Council immediately if there are any changes to the services or functions end user provides.

End User is made aware that no for-profit organizations may participate in this agreement and agrees to abide by this restriction.

By signing this document, End User certifies that the information provided herein is true and accurate.

\_\_\_\_\_  
Signature of End User

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date