

RESOLUTION NO. 39-24
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON THE
1st DAY OF April, 2024.

A RESOLUTION AUTHORIZING THE CITY'S MEMBERSHIP IN H-GAC BUY TO ALLOW THE CITY OF CENTERVILLE TO UTILIZE THE H-GAC PROCUREMENT AND CONTRACTING PROCESSES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING WITH HOUSTON-GALVESTON AREA COUNCIL IN ORDER TO PARTICIPATE IN COOPERATIVE PURCHASING OF PRODUCTS AND SERVICES.

WHEREAS, the Houston-Galveston Area Council (hereinafter "H-GAC") is an innovative cooperative purchasing organization for competitively bid contracts; and

WHEREAS, through public sector procurement guidelines, H-GAC establishes already-procured, competitively solicited contracts with suppliers of products and services; and

WHEREAS, the City of Centerville can join H-GAC and purchase directly from the suppliers to whom contracts have been awarded; and

WHEREAS, H-GAC has had a number of contracts that involve goods and services used by local governments; and

WHEREAS, it is encouraged for local governments to utilize such memberships in such groups to allow easier access to already bid products and services; and

WHEREAS, the City of Centerville desires to become a member of H-GAC to have access to products and services that were competitively bid.

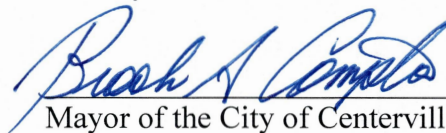
NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That City Council hereby authorizes the City to become a member of H-GAC in order to allow the City to procure products and services competitively bid and offered to members of H-GAC.

Section 2. That the City Manager is hereby authorized to take all necessary steps to facilitate the City becoming a member of H-GAC, including but not limited to executing any registration forms and authorizing the City Manager to execute the Interlocal Contract for Cooperative Purchasing with H-GAC in the form attached hereto as exhibit "A".

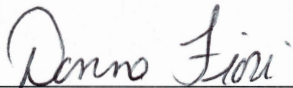
Section 3. That this resolution shall take effect at the earliest date allowed by law.

PASSED THIS 1st day of April, 2024.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council (Acting)
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 39-24, passed by the Council of the City of Centerville, Ohio on the 1st day of April, 2024.



Clerk of the Council (Acting)

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney



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 * _____, 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

Date: _____

**Denotes required fields*

END USER DATA

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: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No. _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director/etc.) Ph No.: _____

Mailing Address: _____ Fx No. _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

* denotes required fields