

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-376

Council Meeting Date: 10-26-2015

Date Adopted: 10-26-2015

TITLE: RESOLUTION AUTHORIZING THE BOROUGH OF NEW PROVIDENCE TO ENTER INTO A COOPERATIVE PURCHASING CONTRACT WITH THE HOUSTON-GALVESTON AREA COUNCIL

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Kapner.

WHEREAS, P.L.. 2011, C. 139 authorizes contracting units to enter into an Interlocal contract for Cooperative purchasing to utilize national cooperative contracts as a method of procurement; and

WHEREAS, the Houston-Galveston Area Council, hereinafter referred to as "H-GAC " has offered voluntary participation in an Interlocal Contract for Cooperative Purchasing for the purchase of goods and services; and

WHEREAS, upon review of the goods and services available to the Borough through the H-GAC contract it is in the best interests of the Borough to become a member.

NOW, THEREFORE BE IT RESOLVED the Mayor and Borough Council of the Borough of New Providence in the County of Union and State of New Jersey, approve and authorize participation in a Cooperative Purchasing Contact with the Houston-Galveston Area Council for the provision and performance of goods and services and the Mayor is hereby authorized to enter into said contract.

APPROVED, this 26th day of October, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 12th day of October, 2015.

Wendi B. Barry, Borough Clerk



**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 * The Borough of New Providence, 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 * 360 Elkwood Ave., New Providence, NJ 07974

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 * 10/26/2015 (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 * 01/01/2015 and ends * 12/31/2015. 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:

*** Borough of New Providence**

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

*** 360 Elkwood Road**

Mailing Address

* New Providence NJ 07974

City State ZIP Code

***By:**

Signature of chief elected or appointed official

*** Al Morgan, Mayor**

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

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: Borough of New Providence County Name: Union
(Municipality/County/District/etc.)
Mailing Address: 360 Elkwood Avenue New Providence New Jersey 07974
(Street Address/P.O. Box) (City) (State) (ZIP Code)
Main Telephone Number: (908) 665-1400 FAX Number: (908) 665-9272
Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)
Web Site Address: www.newprov.org

Official Contact: Douglas Marvin Title: Administrator
(Point of Contact for HGACBuy Interlocal Contract)
Mailing Address: same as above Ph No.: (908) 665-8145 - _____
(Street Address/P.O. Box) Fx No.: (908) 665-9272 - _____
(City) (State) (ZIP Code) E-Mail Address: dmarvin@newprov.org

Authorized Official: Al Morgan Title: Mayor
(Mayor/City Manager/Executive Director etc.)
Mailing Address: same as above Ph No.: (908) 665-1400 - _____
(Street Address/O.O. Box) Fx No.: (908) 665-9272 - _____
(City) (State) (ZIP Code) E-Mail Address: amorgan@newprov.org

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: _____ Title: _____
(EMS Director/Fire Chief etc.)
Mailing Address: _____ Ph No.: _____ - _____
(Street Address/O.O. Box) Fx No.: _____ - _____
(City) (State) (ZIP Code) E-Mail Address: _____

* denotes required fields



DiFrancesco Bateman
Kunzman, Davis, Lehrer & Flaum, P.C.

15 Mountain Boulevard
Warren, New Jersey 07059

Telephone: (908) 757-7800
Fax: (908) 757-8039
www.newjerseylaw.net

Paul R. Rizzo
Partner
Extension 154
prizzo@newjerseylaw.net

October 15, 2015

Douglas Marvin, Borough Administrator
Borough of New Providence
360 Elkwood Avenue
New Providence, NJ 07974

Re: **HGAC Buy**

Dear Doug:

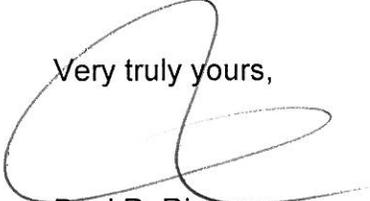
Enclosed herein please find two copies of an HGAC Contract and an information sheet. I have completed the forms. I am assuming we will pass a resolution on October 26, 2015 to approve the Contract, and have included that information.

Once we have passed the resolution, both copies of the Contract should be signed by Mayor Morgan and the two copies and information sheet should be sent to HGAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777. I suggest that it be sent via certified mail.

If you prefer, you can give me the Contracts and information sheet and I will submit them.

Of course, if there are any questions, please call me.

Very truly yours,



Paul R. Rizzo

PRR/jg
Enclosures
cc: Mayor & Council (*Email Only*)