

**Resolution of The Township of West Orange, County of Essex,
State of New Jersey, Pursuant to N.J.S.A. 52:34-6. 2(b (3) to enter into a
Interlocal Agreement with a Nationally Recognized Cooperative
Entity for the Purpose of Purchasing Goods and Services**

WHEREAS, the Township of West Orange, is established and operating pursuant to N.J.S.A. 40A: 14-70 to 105; and,

WHEREAS, the Township of West Orange, is authorized pursuant to N.J.S.A 52:34-6.2(b) (3) to use alternative procurement methods by entering into nationally recognized Cooperative agreement, and

WHEREAS, Houston-Galveston Area Counsel is a regional planning commission and political subdivision of the state of Texas operating under Chapter 391, Texas Local Government Code, and

WHEREAS, Houston-Galveston Area Counsel is authorized to contract with eligible entities for the purchase of goods and services, and

WHEREAS, Houston-Galveston Area Counsel has instituted a cooperative purchasing program under which it contracts with eligible entities, and

WHEREAS, The Township of West Orange desires to contract with Houston-Galveston Area Counsel.

Now, Therefore, be it Resolved that:

1. The Purchasing Agent of the Township of West Orange is hereby authorized to execute and complete any necessary paperwork required to enter into an inter-local agreement with Houston-Galveston Area Counsel;
2. All activities under this agreement will be in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of the agreement;
3. The initial period of the agreement shall be for the balance of the calendar year;
4. The agreement 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 any payments are due under any contract entered into for the purchase of fire apparatus pursuant to this agreement;

5. The purchase of any product will be in accordance with procedures established by the Houston-Galveston Area Counsel and in accordance with The Laws of The State of New Jersey;

6. Any payments made pursuant to the agreement will be in accordance with procedures established by the Houston-Galveston Area Counsel;

7. The agreement may be amended only by a written amendment executed in accordance with procedures established by The Houston-Galveston Area Counsel;

8. The agreement may be terminated by either party at any time upon thirty (30) days written notice by certified mail to the other party to this agreement.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: September 23, 2014