Village of Johnstown
Administrative Offices
www.johnstownohio.org

VILLAGE OF JOHNSTOWN

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Resolution 2013-19

A Resolution Authorizing the Village Manager to Enter into an Agreement to Participate in the Ohio Department of Transportation Contract for Rock Salt.

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

NOW, THEREFORE, Be it resolved by the Village of Johnstown:

SECTION 1.
That the Village Manager hereby requests authority in the name of the Village of Johnstown to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

SECTION 2.
That the Village Manager is hereby authorized to agree in the name of the Village of Johnstown to be bound by all terms and conditions as the Director of Transportation
Prescribes in the attached document marked Exhibit A, captioned "Cooperative Purchasing Program· Sodium Chloride (Rock Salt)" and incorporated as if fully rewritten herein.

SECTION 3.
That the Village Manager is hereby authorized to agree in the name of the Village of Johnstown to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the Village of Johnstown participates, for items it receives pursuant to the contract.

SECTION 4.
That the Village of Johnstown agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The Village of Johnstown agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the Village of Johnstown may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

SECTION 5.
It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that meetings of any of its committees that resulted in such formal action were meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter of the VILLAGE OF JOHNSTOWN.

By: Joyce Evans

Date Passed: April 16, 2013

Sean Staneart, Mayor

ATTEST TO:

Teresa Monroe
Clerk of Council

APPROVED AS TO FORM:

David Wigginton
Law Director

OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services
Cooperative Purchasing Program - Sodium Chloride (Rock Salt)

DATE SUBMITTED: _____

RESOLUTION/ORDINANCE as adopted for sodium chloride/rock salt requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That _____
(Agent)

Hereby Requests Authority in The Name of _____
(Political Subdivision)

To participate in the Ohio Department of Transportation's Contract for Rock Salt and Agrees:

1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;

018 NOTE: By executing this agreement and providing an estimated tonnage the Political Subdivision recognizes that Contract 018 will contain a min/max tonnage provision, as determined by the Director at the time of bid but will not exceed 80/120% respectively, for which the Political Subdivision will be responsible.

2) To be bound by the terms and conditions of the contract;
3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
4) To be responsible for resolving all disputes arising out of participation in the contract and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

018 Salt Winter Use Contract – 80/120% (Min/Max Tonnage)		
STOCKPILE LOCATIONS	**STOCKPILE CAPAPCITY**	**TONS REQUIRED (ESTIMATED)**

OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services
Cooperative Purchasing Program - Sodium Chloride (Rock Salt)
Continued

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

_____

(Authorized Signature and Title) *(Date)*

_____

(Print Exactly as Signed Above)

_____

(County Location)

_____

(Political Subdivision)

_____

(Street) *(P.O. Box)*

_____

(City) *(State)* *(Zip plus 4)*

_____

(Contact Name Responsible for Ordering Salt) *(Phone Number)*

_____

(E-Mail Address)

Note: This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services prior to the mailing of the Invitation to bid.

Upon receipt of the agreement each political subdivision will get added to a list that will be maintained on the Office of Contracts web site. This list will be updated daily on the Contracts web site located at ->

http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/salt.doc

Email the completed resolution to contracts.purchasing@dot.state.oh.us.