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## Tuesday, September 2, 2014

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Dive Captain's report – Dive Captain reported that Laurie Howey Taylor of Ocean City is requesting the boat for assistance at their Ocean City Aerobatic Airshow on Sunday, September 14, 2014.

### **New Business:**

Purchase of Gear – A motion was offered by Mr. Caronia, seconded by Mrs. Gilton to approve the purchase of 2 sets of gear (coats and pants) for Joe and Ted on the State bid at a total of \$5,167.60 for both.

Roll call vote; Aye: Mr. Caronia, Mr. Norgard, Ms. Gilton, Mr. Gulbert.  
Nay: None.

Repair/Clean Coat – A motion was offered by Ms. Gilton, seconded by Mr. Caronia to repair and clean one coat @ approx. \$116.10 by Firefighter One.

Roll call vote; Aye: Mr. Caronia, Mr. Norgard, Ms. Gilton, Mr. Gulbert.  
Nay: None.

Purchase of Pony Bottle Holders – A motion was offered by Mr. Caronia, seconded by Mr. Norgard to approve the purchase of 6 pony bottle holders @ approx. \$87.99 ea. = \$527.94 from American Diving Supply.

Roll call vote; Aye: Mr. Caronia, Mr. Norgard, Ms. Gilton, Mr. Gulbert.  
Nay: None.

Resolution 14-13 Authorizing Participation of Houston-Galveston Area Council (HGAC) Cooperative Purchasing was introduced by Ms. Gilton, seconded Mr. Norgard (attached).

Roll call vote; Aye: Mr. Caronia, Mr. Norgard, Ms. Gilton, Mr. Gulbert.  
Nay: None.

Wildwood Conference – the Board agreed not to fund this event this year.

Open to public – A motion was offered by Ms. Gilton, seconded by Mr. Norgard to open the meeting to the public.

Roll call vote; Aye: Mr. Caronia, Mr. Norgard, Ms. Gilton, Mr. Gulbert.  
Nay: None.

Close to public – A motion was offered by Ms. Gilton, seconded by Mr. Norgard to close the meeting to the public.

Roll call vote; Aye: Mr. Caronia, Mr. Norgard, Ms. Gilton, Mr. Gulbert.  
Nay: None.

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Permission for the Boat to go to the Airshow in Ocean City on September 14, 2014 was granted by the Board.

Adjournment – A motion to adjourn the meeting was offered by Mr. Caronia, seconded by Ms. Gilton.

Roll call vote; Aye: Mr. Caronia, Mr. Norgard, Ms. Gilton, Mr. Gulbert.  
Nay: None

The meeting was adjourned at 7:56 p.m..

Respectfully submitted,



Christine A. Gilton  
Clerk

# Mystic Island Volunteer Fire Company

## Chief's Report: September 2014

September 2, 2014

### Fire Calls:

- 14 calls for August
- 99 calls Year to Date

### Equipment Status:

- Proposals for new SCBA and compressor have been submitted.
- Roman Isaryk's gear needs to be repaired. The zipper on his turn out coat is broken. I spoke with Rick at Firefighter One, and he said they would fix it, but the gear will have to be cleaned first. He wasn't sure how much it is. Chris is to get an estimate.
- Mike Tompkins' turn out coat is too big. Chris to get an estimate.
- I got a quote for 2 sets of gear for Ted and Joe. Quote was given to Commissioner Gulbert. Awaiting approval.
- Will need to provide a quote for new gloves, hoods and helmets. Nick to coordinate.
- Would like to purchase new blades for saws. Would like to add some of the older saws to the 'Donate' list.

### Apparatus:

- 7211 wing still has issues.
- One jet ski is taking on water.
- 7200 has light bar being repaired. Lee believes under warrantee so parts may be free.
- 7205 still has work light and fuel gauge issues.

### Training:

- Tom Wertz started Firefighter 1 on Tues Aug 5.
- Roman, Nick, Bill and Tom have expressed interest in attending ICS training classes. Please approve those PO's as they arrive.
- People using District vehicles for training will have rules understood about their use.

### Miscellaneous:

- District coverage for Wildwood weekend should be fine. At least one crew will be in town.
- Ocean County accountability tags are to be produced in a few weeks. Shawn is coordinating.
- Portable pumps are still being repaired. Gary is coordinating.
- Surplus equipment is to be sent to East Waterford Fire Company, East Waterford Pa. Tom B. is coordinating.
- I have assigned a person to be the lead for each piece of apparatus. This should help with repairs.
  - 7207 & Boats – Shawn
  - 7211 – Nick
  - 7205 – Bruce
- We have been asked by Ocean City NJ to provide craft(s) for water rescue for air show on 9/14. Dive Captain Walker to elaborate this request.
- ISO fire rating paperwork is in progress.



**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 \* \_\_\_\_\_

**W I T N E S S E T H**

**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 \* \_\_\_\_\_ (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 \* \_\_\_\_\_ 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 IN TWO ORIGINALS 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

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: \_\_\_\_\_ 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/O.O. Box)* E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
*(City)* *(State)* *(ZIP Code)*

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Purchasing Agent/Auditor etc.)* Ph No.: \_\_\_\_\_ - \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fx No. : \_\_\_\_\_ - \_\_\_\_\_  
*(Street Address/O.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/O.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/O.O. Box)* E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
*(City)* *(State)* *(ZIP Code)*

\* denotes required fields