

**COMMODITY RESALE AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the "COUNTY")
AND
THE BOROUGH OF FARMINGALE (the "LOCAL GOVERNMENT ENTITY")**

The County and the Local Government Entity enter into this agreement pursuant to the Rules governing cooperative purchasing, namely N.J.A.C. 5:34-7.15 et seq.

IT IS AGREED:

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit A to the Local Government Entity through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit A from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Local Government Entity.
3. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Local Government Entity if the County is not in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the commodities to be provided under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the commodities available.
6. **Effective Dates.** This agreement shall be in effect for a five (5) year period from October 1, 2018 through September 30, 2023.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Local Government Entity.
9. **Local Government Entity's Representative.** The Local Government Entity's Mayor or Clerk or his/her respective designee, will act on behalf of the Local

Government Entity with regard to a request for services from the County and approval of cost estimates provided by the County.

10. **Payment of Invoices.** The Local Government Entity will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with paragraph 11 below.
11. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.
14. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
15. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: Elizabeth.perez@co.monmouth.nj.us
Fax:

To the Local Government Entity:

Borough of Farmingdale
11 Asbury Avenue
Farmingdale, New Jersey 07727
Attn: Mayor
Email: clerk@farmingdaleborough.org

Or to such other address or individual as any party may from time to time notify the other.

In Witness Whereof, the parties have executed this agreement.

ATTEST:

COUNTY OF MONMOUTH

Name: MARION MASNICK
Title: Clerk of the Board

Name: THOMAS A. ARNONE
Title: Freeholder Director

ATTEST:

BOROUGH OF FARMINGDALE

Name: Corinne DiCorcia
Title: Borough Clerk

Name: JAMES DALY
Title: Mayor, Borough of Farmingdale

EXHIBIT A

MONMOUTH COUNTY COMMODITY RESALE SYSTEM

Commodities available:

- Gasoline
- Diesel fuel
- Snow removal chemicals
- Public works materials and supplies, including road and roadway construction materials
- Such other materials as may be approved by the Director of the Division of Local Government Services

Pricing:

It is the intent that the County will recoup its actual costs, but no profit. Therefore, the cost of the commodities shall be the actual cost paid by the County for the commodities plus a modest administrative fee, as quoted by the County.

Procedure:

If the Local Government Entity is interested in purchasing a commodity through the County's Commodity Resale System, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue a price quotation. The Local Government Entity will then decide, at its option, whether or not to complete the requested purchase, at the price(s) quoted by the County.

RESOLUTION 70-2018

BOROUGH OF FARMINGDALE
COUNTY OF MONMOUTH, STATE OF NEW JERSEY

AUTHORIZING COMMODITY RESALE AGREEMENT WITH MONMOUTH COUNTY

WHEREAS, N.J.A.C. 5:34-7.15 authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

WHEREAS, the County of Monmouth has authorized renewal of the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS) for the period of October 1, 2018 through September 30, 2023; and

WHEREAS, such an agreement will allow the municipality to purchase certain commodities through Monmouth County, such as gasoline, diesel fuel, snow removal chemicals, public works materials and supplies and other materials as may be approved by the Director of the Division of Local Government Services at a reasonable rate; and

WHEREAS, it is in the best interest of the Borough of Farmingdale to remain a member of the Monmouth County Commodity Resale System for that period; having been a member previously under a contract between the dates of September 30, 2013 until September 30, 2018.

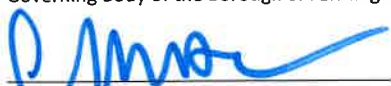
NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of Farmingdale that the Mayor and Clerk are hereby authorized to execute a renewed Commodity Resale Agreement with the County of Monmouth for the period of October 1, 2018 through September 30, 2023; a true copy of which is on file with the Borough Clerk.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forward a certified copy of this Resolution to Elizabeth Perez, Shared Services Coordinator, County of Monmouth, Hall of Records, First Floor, One East Main Street, Freehold, New Jersey 07728.

	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Councilman Romano	✓		✓			
Councilwoman Linszky		✓	✓			
Councilman Steinfeld			✓			
Councilman Dyevoich			✓			
Councilman Brandl			✓			
Councilwoman Corallo			✓			
Mayor Daly						

CERTIFICATION

I, Corinne DiCorcia, Borough Clerk of the Borough of Farmingdale, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Farmingdale, County of Monmouth, State of New Jersey at the regular meeting held September 4, 2018.


Corinne DiCorcia, RMC, Borough Clerk