

RESOLUTION NO. 2014-412

A RESOLUTION AUTHORIZING THE CITY OF VINELAND TO ENTER INTO A COMMODITY RESALE AGREEMENT WITH THE VINELAND BOARD OF EDUCATION FOR SUPPLY OF GASOLINE AND DIESEL, AND TO MODIFY ITS COMMODITY RESALE SYSTEM TO INCLUDE SAID COMMODITIES.

WHEREAS, *N.J.A.C. 5:34-7.15* authorizes contracting units to establish a Commodity Resale System; and

WHEREAS, the Vineland Board of Education has requested the purchase of gasoline from the City of Vineland to fill an emergent temporary need, and may have the need for this arrangement in the future; and

WHEREAS, the City of Vineland, in the County of Cumberland, State of New Jersey, is desirous of establishing a Commodity Resale System for the resale of gasoline and diesel; and

WHEREAS, the City of Vineland has agreed to serve as the Lead Agency for a Commodity Resale System with the Vineland Board of Education;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Vineland, as follows:

1. The City Council hereby authorizes the creation of a Commodity Resale System to be known as the Vineland Commodity Resale System, with the City of Vineland serving as the Lead Agency.
2. The Mayor is hereby authorized to enter into a contract with the Vineland Board of Education for the sale of gasoline and diesel.
3. A single certified copy of this Resolution along with (1) a copy of each Agreement, and (2) a copy of the Request for Registration or Modification of a Commodity Resale System Form (Cooperative Purchasing Form CP-2060) shall be forwarded to the Director of the Division of Local Government Services within the State Department of Community Affairs.
4. This resolution shall take effect immediately upon passage.

Adopted:

President of Council

ATTEST:

City Clerk

AGREEMENT
FOR THE RESALE OF GASOLINE AND DIESEL FUEL
AS PART OF A COMMODITY RESALE SYSTEM

AN AGREEMENT for the resale of **Gasoline and Diesel Fuel** made on this _____ day of _____, 20____ by and between the VINELAND BOARD OF EDUCATION and the CITY OF VINELAND entered into pursuant to the Commodity Resale Provisions of the Cooperative Purchasing Rules (*N.J.A.C. 5:34-7.1 et seq.*).

WHEREAS, the CITY OF VINELAND owns and operates a fuel storage and dispensing facility for its own needs; and

WHEREAS, VINELAND BOARD OF EDUCATION is desirous of making use of the motor fuel system owned by CITY OF VINELAND located at 1086 E. Walnut Road;

NOW THEREFORE, in consideration for the promises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. SUPPLY OF MOTOR FUEL

CITY OF VINELAND will provide gasoline and diesel fuel to the VINELAND BOARD OF EDUCATION on a temporary or emergency basis as needed. CITY OF VINELAND shall bill for the actual amount of fuel consumed by VINELAND BOARD OF EDUCATION.

2. BASE MOTOR FUEL RATE AND TIME OF PAYMENT

The rate that VINELAND BOARD OF EDUCATION shall pay for the motor fuel supply pursuant to the Agreement shall be the base motor fuel rate. It shall be computed as follows:

The VINELAND BOARD OF EDUCATION motor fuel rate shall be a combination of:

- (a) The contract cost which CITY OF VINELAND pays for motor fuel; and
- (b) An administrative service charge of five (5) percent on the amount of motor fuel actually supplied for the month.

3. PAYMENT OBLIGATION

A monthly invoice for the previous month's usage shall be forwarded by the CITY OF VINELAND to VINELAND BOARD OF EDUCATION on or before the 15th day of each month. Payment shall be made as required under Section 2 of this Agreement.

4. FUEL DISPENSING

All motor fuels to be supplied by CITY OF VINELAND to VINELAND BOARD OF EDUCATION shall be dispensed by metering pumps at the Vineland Public Works Site located at 1086 E. Walnut Road.

5. MOTOR FUEL DISPENSING SYSTEM

CITY OF VINELAND will maintain at its own cost the motor fuel dispensing system. VINELAND BOARD OF EDUCATION shall have the right to verify the accuracy of the dispensing system at its expense. VINELAND BOARD OF EDUCATION shall give the CITY OF VINELAND 7 days' notice prior to conducting any test. VINELAND BOARD OF EDUCATION shall be assigned entrance keys to the motor fuel dispensing system. The keys shall remain the property of the CITY OF VINELAND.

6. HOURS OF SERVICE

Unless notified in writing, the supply of motor fuel(s) is available 8 hours per day or between 7:30 a.m. and 4:00 p.m, 5 days per week.

7. EMERGENCIES

In the event of an emergency, CITY OF VINELAND will use its best efforts to provide all motor fuel(s) that VINELAND BOARD OF EDUCATION requires.

8. MOTOR FUEL RATE CHANGES

Parties to this Agreement acknowledge and understand that the contract cost in Paragraph 2 fluctuates based upon the contract rate CITY OF VINELAND must pay for the delivery of motor fuel to its dispensing facility. CITY OF VINELAND shall notify VINELAND BOARD OF EDUCATION of any changes in the method of contract cost calculation 7 days before imposing any such rate change(s).

9. EXCUSED PERFORMANCE

CITY OF VINELAND agrees to use its best efforts to provide a continuous and regular and uninterrupted supply of motor fuel, subject to the terms of this Agreement.

10. INDEMNIFICATION

VINELAND BOARD OF EDUCATION shall completely indemnify, protect and hold harmless CITY OF VINELAND from any and all costs, expenses, liability, losses, claims, suits and proceeding of any nature whatsoever brought against the CITY OF

VINELAND as an additional insured on its liability policy with a minimum of \$1,000,000. VINELAND BOARD OF EDUCATION shall provide evidence of same by providing CITY OF VINELAND with a Certificate of Insurance within five (5) days after this Agreement goes into effect. Failure of VINELAND BOARD OF EDUCATION to provide such a Certificate of Insurance shall be cause for termination of this Agreement.

11. TERMINATION

This Agreement shall be in effect for a period of five (5) years upon approval by the governing bodies of CITY OF VINELAND and VINELAND BOARD OF EDUCATION.

Either party may terminate this Agreement with 30 days advance notice by certified mail, to the official address of the other party.

12. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written.

FOR THE LEAD AGENCY:

BY: _____
(NAME AND TITLE)

FOR THE PARTICIPATING UNIT:

BY: _____
(NAME AND TITLE)
