

# SAMPLE

## A RESOLUTION AUTHORIZING AN ADDITIONAL MEMBER TO A COMMODITY RESALE SYSTEM 99035-ACCRS

RESOLUTION NUMBER [REDACTED]

WHEREAS, N.J.A.C. 5:34-7.17 authorizes contracting units to establish a Commodity Resale System; and

WHEREAS, the County of Atlantic established Commodity Resale System 99035-ACCRS for the resale of Gasoline products, Diesel Fuel and Snow Removal Chemicals; and

WHEREAS, the County of Atlantic has agreed to serve as the Lead Agency for a Commodity Resale System 99035-ACCRS .

NOW, THEREFORE BE IT RESOLVED on the (DATE OF ACTION) by the NAME OF ENTITY, County of Atlantic, State of New Jersey, as follows:

The ENTITY GOVERNING BODY hereby authorizes the participation of the ENTITY in the Atlantic County Commodity Resale System 99035-ACCRS .

The BUSINESS ADMINISTRATOR/BOARD SECRETARY is hereby authorized to enter into a contract with the County of Atlantic for the sale of COMMODITY in an estimated amount annually of \$ [REDACTED] .

A single certified copy of this Resolution along with copy of the Agreement shall be forwarded to the County of Atlantic.

This resolution shall take effect immediately upon passage.

BY: \_\_\_\_\_  
(NAME AND TITLE)

BY: \_\_\_\_\_  
(NAME AND TITLE)

## 99035-ACCRS

**THIS AGREEMENT** for the resale of **COMMODITY** made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **ENTITY** and the County of Atlantic enter into pursuant to the Commodity Resale Provisions of the Cooperative Pricing and Joint Purchasing Rules (N.J.A.C. 5:37-7.1 et seq.).

**WHEREAS**, the County of Atlantic established Commodity Resale System 99035-ACCRS for the resale of Gasoline products, Diesel Fuel and Snow Removal Chemicals; and

**WHEREAS**, County of Atlantic is lead agency in Commodity Resale Agreement 99035-ACCRS; and

**WHEREAS**, the **ENTITY** to be known as “said member” is desirous of making use of the system owned by County of Atlantic at the following location,

---

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

### 1. SUPPLY OF COMMODITIES

The County of Atlantic will provide an estimated **QUANTITY** for use by said member. In the event that said member’s consumption increases over the above stated quantities, the County of Atlantic shall continue billing for the actual usage accordingly.

### 2. BASE RATE AND TIME OF PAYMENT

The rate which said member shall pay for the commodities pursuant to the Agreement shall be computed as follows:

The motor fuel rate shall be a combination of:

(a) The contract cost which the County of Atlantic pays for **COMMODITY**; and

(b) An administrative service charge of **CHARGE** on the amount of **COMMODITY** actually supplied for the month.

### **3. PAYMENT OBLIGATION**

Said member shall be obligated to reimburse the County within 30 days of billing of date. A monthly invoice for the previous month's usage shall be forwarded to said member on or before the 5<sup>th</sup> of each month. Payment shall be as required under Section 2 of this Agreement. Monies received from said member shall be placed in Atlantic County's Commodity Resale Account. If said member fails to pay for more than 90 days the County may terminate this agreement.

### **4. DISPENSING**

All **COMMODITIES** to be supplied by the County of Atlantic to said member shall be dispensed from the above location(s).

### **5. DISPENSING SYSTEM**

The County of Atlantic maintains at its own cost dispensing systems needed to provide the commodities. Said member shall have the right to verify the accuracy of the dispensing system at their expense. Said member shall give the County of Atlantic 20 days notice prior to conducting any test.

### **6. HOURS OF SERVICE**

Unless notified in writing, the supply of **COMMODITIES** is available 24 hours a day, 7 days a week.

### **7. EMERGENCIES**

In the event of an emergency, the County of Atlantic will use its best efforts to provide all commodities under this resale agreement that said member requires.

### **8. COMMODITY RATE CHANGES**

Parties to this Agreement acknowledge and understand that the contract cost in Paragraph 2 fluctuates based upon the contract rate the County of Atlantic must pay for the delivery of

commodities to its dispensing facility. The County of Atlantic shall notify said member of any changes in the method of contract cost calculation 30 days before imposing such rate change.

## **9. EXCUSED PERFORMANCE**

The County of Atlantic agreed to use its best efforts to provide a continuous and regular and uninterrupted supply of commodities, subject to the terms of this Agreement.

## **10. INDEMNIFICATION**

Said member shall completely indemnify, protect and hold harmless the County of Atlantic from any and all costs, expenses, liability, losses, claims, suits and proceeding of any nature whatsoever brought against the County of Atlantic as an additional insured on its liability policy. Said member shall provide evidence of same by providing the County of Atlantic with an Certificate of Insurance within 30 days after this Agreement goes into effect. Failure of said member to provide such a Certificate of Insurance shall be cause for termination of this Agreement.

## **11. TERM**

This agreement shall be in effect for the period commencing upon approval by the governing body of said member and terminating 08/26/2026 . This agreement will automatically renew for additional 5 year terms so long as the governing body of the County of Atlantic renews the cooperative agreement.

## **12. TERMINATION**

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

## **13. 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.

**ATTEST:**

---

---

**ATTEST:**

**COUNTY OF ATLANTIC**

---

---

**APPROVED AS TO FORM:**

---

