

RESOLUTION NO. 133-2023
**AUTHORIZING THE EXECUTION OF A COMMODITY
RESALE AGREEMENT WITH THE COUNTY OF MONMOUTH
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2028**

Councilmember Bieber offered the following resolution for approval; seconded by Councilmember Booker:

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 the renewal of the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS), for the period of October 1, 2023 through September 30, 2028; and

WHEREAS, it would be in the best interest of the Borough of Sea Bright to remain a member of the Monmouth County Commodity Resale System for that period.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Sea Bright, County of Monmouth, State of New Jersey, that the Mayor and Borough Clerk be and are hereby authorized to execute the attached Commodity Resale Agreement with the County of Monmouth.

BE IT FURTHER RESOLVED that the Municipal Clerk forward a certified copy of this resolution, along with the executed Commodity Resale Agreement to:

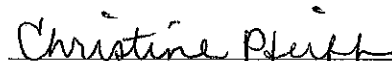
1. Monmouth County Office of Shared Services
Hall of Records Annex
1 East Main Street
Freehold, New Jersey 07728
2. Director of Public Works
3. Finance Manager
4. CFO Michael Bascom

Roll Call:	Bieber,	Booker,	Catalano,	Gorman,	Keeler,	Lamia
	Yes	Yes	Yes	Yes	Absent	Yes

August 15, 2023

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on August 15, 2023.


Christine Pfeiffer, Borough Clerk

**COMMODITY RESALE AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the "COUNTY")
AND
BOROUGH OF SEA BRIGHT (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 from the date it is executed below until September 30, 2028.
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 [indicate title of one or more authorized representatives] Dave Bahrle, DPW Director or Christine Pfeiffer, Clerk, or his/her respective designee, will act on behalf of the Local Government Entity with regard to a request for commodities from 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.** This Contract shall be governed by and be interpreted in accordance with the laws of the State of New Jersey. All disputes arising under this Contract shall be resolved exclusively in the Superior Court of New Jersey, Monmouth County.
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: Office of Shared Services
 Email: sharedservices@co.monmouth.nj.us

To the Local Government Entity:

Borough of Sea Bright
1099 Ocean Avenue
Sea Bright, NJ 07760
Attn: Borough Clerk

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: TAMARA BROWN
Title: Clerk of the Board

By: _____
Name: THOMAS A. ARNONE
Title: Commissioner Director

Date: _____

LOCAL GOVERNMENT ENTITY

WITNESS OR ATTEST:

Borough of Sea Bright
Entity Name

Christine Pfeiffer
Name (Print): Christine Pfeiffer
Title (Print): Borough Clerk

By: BPK
Name: Brian P. Kelly
Title: Mayor

Date: 8-15-2023

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.