

**COMMODITY RESALE AGREEMENT
BETWEEN THE
COUNTY OF MONMOUTH (the "COUNTY")
AND THE**

**(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*.

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 then in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the services to be rendered 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 services available.
6. **Effective Dates.** This agreement shall be in effect from the date of its execution by both parties until September 30, 2018, unless sooner terminated by either party.
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 one or more authorized representative] _____, 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 the article below, entitled Disputes.
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.

IN WITNESS WHEREOF, the parties have executed this agreement.

COUNTY:

LOCAL GOVERNMENT ENTITY:

COUNTY OF MONMOUTH

BY:

Title: Freeholder Director

Date:

BY:

Title:

Date:

ATTEST:

ATTEST:

Name:

Clerk of the Board

Name:

Title: