

AGREEMENT

THIS AGREEMENT MADE THIS DAY OF , IN THE YEAR TWO
THOUSAND AND SEVEN,

BETWEEN: CITY OF LONG BRANCH
344 Broadway
Long Branch, NJ 07740

a municipal corporation of the State of New Jersey;
hereinafter called the CITY;

AND

LONG BRANCH HOUSING AUTHORITY
Garfield Court
Long Branch, NJ 07740

hereinafter called the AUTHORITY

WITNESSETH:

WHEREAS, the City of Long Branch, acting as the Lead Agency, has established the Long Branch Commodity Resale System for the purpose of re-selling to its members certain commodities, namely diesel fuel and unleaded gasoline, and snow removal materials; and

WHEREAS, the Long Branch Housing Authority has previously participated in said system in order to purchase these commodities from the City, and is desirous of renewing its contract for continued participation.

NOW, THEREFORE, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. SUPPLY OF FUEL

1.1 The City of Long Branch will provide to the Authority an estimated 16,500 gallons of 87 octane unleaded gasoline, and an estimated 300 gallons of diesel fuel per year.

2. FUEL DISPENSING SYSTEM

- 2.1 All fuel to be provided to the Authority will be dispensed at the City's computerized metered fuel dispensing system, located at the Public Works Yard, 636 Joline Avenue, Long Branch.
- 2.2 The Authority shall have the right, at any time to verify the accuracy of the dispensing system at its expense. The Authority shall give the City Administrator ten (10) days written notice prior to conducting any test.
- 2.3 The City shall assign to the Authority entrance keys to the fuel dispensing system. The keys shall only be used to dispense fuel to authorized Authority vehicles or equipment. The keys shall remain the property of the City.

3. EXCUSED PERFORMANCE

- 3.1 The City agrees to use its best efforts to provide a continuous and uninterrupted supply of fuel, subject to the terms of this agreement.
- 3.2 In the event of an interruption of fuel supply, due to inoperable pumps, lack of fuel, or other such reason as to cause the fuel dispensing system to be inoperable, the Public Works Director will notify a designated representative of the Authority. Upon notification, the Authority will, for the length of time of the interruption, obtain its fuel from an alternate source of its choice. The City will be held harmless for any and all costs the Authority may incur in obtaining fuel during the interruption of service.

4. HOURS OF SERVICE

- 4.1 Unless notified in writing, the supply of fuel is available twenty-four hours per day, seven days per week.

5. FUEL PRICE

- 5.1 The price per gallon to be charged to the Authority of all gas consumed shall be the highest price paid by the City to its supplier during that calendar month. In the event that no fuel was purchased during that calendar month, the highest price paid during the prior month shall be charged.
- 5.2 Documentation on the City's cost for fuel will accompany the monthly bill to the Authority.

- 5.3 In entering into this agreement, the Authority acknowledges its understanding that the price paid by the City to its supplier for fuel fluctuates in accordance with the terms of New Jersey State Contract for fuel. The Authority will be notified in advance of any changes in the City's contract for purchase of fuel.

6. SNOW REMOVAL MATERIALS

- 6.1 The City of Long Branch will provide to the Authority Snow Removal Materials, specifically bulk rock salt, as supply is available, and as needed by the Authority.

7. SALT DISPENSING METHOD

- 7.1 Rock salt from the City's bulk supply, located at the DPW yard at 636 Joline Avenue, will be loaded onto the spreader on a LBHA truck by City DPW personnel.
- 7.2 The City Public Works Director and Authority Operations Director shall agree in advance on the tonnage to be provided to LBHA for each load.
- 7.3 The rock salt shall be billed at the rate paid by the City to its contract provider of this product.

8. ESCROW DEPOSIT

- 8.1 The Authority, based upon its original Commodity Resale contract agreement, has established an **escrow deposit of \$1,600**, which is approximately equal to two months estimated fuel cost. This is a one-time escrow deposit, and shall be held by the City for the length of this agreement.
- 8.2 In the event that this agreement is terminated, the City, within thirty (30) days, will return the escrow deposit, less the cost of any outstanding bills for fuel used by the Authority.
- 8.3 The City reserves the right to review the amount of the escrow deposit, based on the actual usage by the Authority for a given twelve month period, and to adjust the required escrow amount required accordingly.

9. PAYMENT OBLIGATION

- 9.1 The City will bill the Authority, by the tenth of each month, for the prior Month fuel usage. The bill will be accompanied by a report from the City's fuel dispensing system which details the usage by date, and key assignment.
- 9.2 The Authority agrees to reimburse the City for the cost of fuel consumed within forty-five days of receipt of the invoice for same.
- 9.3 The City will charge the expense for said fuel to the Authority's escrow deposit, and the reimbursement from the Authority will replenish the escrow deposit.

10. INDEMNIFICATION

- 10.1 The Authority shall completely indemnify, protect, and hold harmless the City from any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever relative to the City's provision and dispensing of fuel to the Authority.

11. TERM OF AGREEMENT

- 11.1 This agreement shall be in effect for a period from date of execution of the agreement documents by both parties through the current term of the Long Branch Commodity Resale System, which is April 25, 2009.

12. TERMINATION OF AGREEMENT


- 12.1 This agreement may be terminated by either party upon ninety (90) days advance written notice, by certified mail, to the official address of the other party.

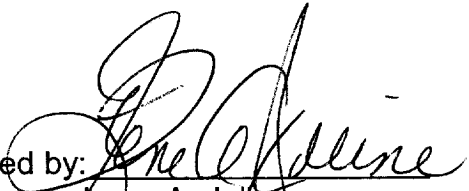
13. GOVERNING LAW

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

IN WITNESS WHEREOF, the CITY has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR**, attested by **IRENE A. JOLINE, CLERK**, and the Municipal Seal to be hereunto affixed, and **AUTHORITY** hereunto set their hand and seals, or caused these presents to be signed by their proper Authority officers and their proper seal to be hereto affixed, the day and year first above mentioned.


CITY OF LONG BRANCH

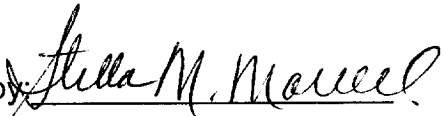
By: 
Adam Schneider
Mayor

Attested by: 
Irene A. Joline
City Clerk

Date: 4.13.07

LONG BRANCH HOUSING AUTHORITY

By: 
Title: Executive Director

Attested by: 
Title: Administrative Assistant

Date: 4/2/07

R# 73-07

**RESOLUTION AUTHORIZING CONTINUED PARTICIPATION
OF LONG BRANCH HOUSING AUTHORITY IN
LONG BRANCH COMMODITY RESALE SYSTEM**

WHEREAS, the City has previously established the Long Branch Commodity Resale System, ID #99026-LBCRS, and, acting as the lead agency, allows the Long Branch Housing Authority, Long Branch Board of Education, and the Boro of West Long Branch to purchase unleaded gasoline, diesel fuel, and rock salt for each agencies use; and

WHEREAS, the Long Branch Housing Authority desires to continue participation in the Long Branch Commodity Resale System for the purpose of purchasing fuel and rock salt for use in LBHA use.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey, as follows:

1. The City Council hereby approves the request of the Long Branch Housing Authority to continue its membership in the Long Branch Commodity Resale System, ID #99026- LBCRS, for a term through April 25, 2009.
2. The Mayor is hereby authorized to execute any and all necessary documents relative to the Long Branch Housing Authority participation in the Long Branch Commodity Resale System.

BE IT FURTHER RESOLVED that the City Clerk shall forward a certified copy of this resolution, along with the executed contract to the Long Branch Housing Authority.

OFFERED: GIORDANO
SECOND: CELLI
AYES: 4
NAYES: 0
ABSENT: 1 - DESTEFANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 13, 2007

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 14 DAY OF MARCH 2007

Irene A. Joline
CITY CLERK, B.M.C.