

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: City of Vineland COUNTY: Cumberland

RECIPIENT: Vineland Board of Education COUNTY: Cumberland

BRIEF DESCRIPTION OF SERVICE:

City will provide the Vineland Board of Education with Rock Salt on an as needed basis, pursuant to the Commodity Resale Provisions of the Cooperative Purchasing Rules. Agreement in effect to a period of 5 years.

EFFECTIVE DATE: Agreement authorized 10/2013

EXPIRATION DATE: _____

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**AGREEMENT
FOR THE RESALE OF ROCK SALT
AS PART OF A COMMODITY RESALE SYSTEM**

AN AGREEMENT for the resale of rock salt 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, City of Vineland owns and operates a rock salt storage facility for its own needs located at 1086 E. Walnut Road; and

WHEREAS, the Vineland Board of Education desires to purchase rock salt from the City of Vineland facility;

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

1. SUPPLY OF ROCK SALT

City of Vineland will provide rock salt to the Vineland Board of Education on an as-needed basis during the term of this agreement. All rock salt sold to Vineland Board of Education shall be loaded onto Board of Education trucks by City of Vineland personnel.

2. COMPENSATION

The rate that Vineland Board of Education shall pay for the rock salt pursuant to this Agreement shall be a combination of:

- (a) The contract cost which City of Vineland pays for rock salt; and
- (b) An administrative service charge of five (5) percent on the amount of rock salt actually supplied for the month.

3. PAYMENT OBLIGATION

An invoice shall be forwarded to the Vineland Board of Education at the end of the winter season. Payment shall be made as required under Section 2 of this Agreement.

4. 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.

5. TERMINATION

This Agreement shall be in effect to 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.

6. 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)

FR 05.11.01