

**VEHICLE FUEL  
SHARED SERVICES AGREEMENT  
BETWEEN  
THE DOVER PUBLIC SCHOOL DISTRICT  
AND THE TOWN OF DOVER**

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A: 65-1 et seq.) authorizes and empowers the parties to enter into this Agreement; and

**WHEREAS**, the Dover Public School District and the Town of Dover are desirous of sharing Vehicle Fuel in accordance with the terms of this Agreement;

**NOW THEREFORE, THIS AGREEMENT** is entered into on the latter of the dates on the signature page by and between:

**THE TOWN OF DOVER**

a municipal corporation of the State of New Jersey  
with offices located at 37 North Sussex Street,  
Dover, New Jersey 07801 (hereinafter "Provider")

AND

**THE DOVER BOARD OF EDUCATION**

a school board of the State of New Jersey  
with offices located at 100 Grace Street  
Dover, New Jersey, 07801 (hereinafter "Recipient")

**W I T N E S S E T H**

**ARTICLE I: SCOPE OF SERVICES**

- 1. Designation as General Agent**
  - A. The Provider is hereby designated as the agent of the Recipient, to furnish Vehicle Fuel for the Recipient's vehicle fleet and any related needs.
  - B. Additional parties may be added as new participants to this service arrangement upon notice to, and agreement of, the parties to this Agreement. The new participants shall not affect the scope of services being provided to the Recipient.

**2. Responsibility**

At all times, the Provider shall maintain responsibility for and control over the fuel to be provided while the fuel is on the Provider's property, in accordance with any applicable federal, state and local laws and regulations. Upon leaving the Provider's property, the Recipient shall assume responsibility for and control over the fuel in accordance with any applicable federal, state and local laws and regulations.

**ARTICLE II: ACTIVITIES**

**3. Place/Hours of Operation**

Vehicle Fuel shall be available to Recipient's designated employees for fill-up or as otherwise required during the same hours and at the same location(s) as it is available to the Provider's designated employees. The time and location may be changed and/or adjusted, from time to time, at the discretion of the Provider.

**ARTICLE III: PAYMENTS AND COMPENSATION**

**4. Payment**

For the duration of this Agreement, Recipient shall be charged by the Provider by usage of Vehicle Fuel. The Provider shall invoice the Recipient within a reasonable time, and the Recipient shall make payment to Provider within a reasonable time at prevailing fuel cost.

**ARTICLE IV: DURATION OF CONTRACT,  
TERMINATION, AMENDMENT AND INTERPRETATION;  
ENTIRE AGREEMENT; SEVERABILITY**

**5. Term**

The term of this Agreement, as agreed upon by the parties, shall be for a term of four (4) years, beginning on the latter of the dates of the adoption of the appropriate resolutions by the parties and the execution of this Agreement and terminating four (4) years thereafter. The parties may agree to renew this Agreement for another term near or upon termination.

**6. Termination**

A participating party may terminate its participation pursuant to this Agreement, upon ninety (90) days' written notice to the other part(ies), delivered to the addresses set forth above, by way of certified mail, care of the Town Administrator for the Town of Dover, and care of the School Board Superintendent for the Dover Public School District.

**7. Interpretation**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**8. Entire Agreement**

This Agreement sets forth the entire and complete understanding and agreement between and among the parties hereto with respect to the transactions contemplated herein. Except as set forth in this Agreement, there are no representations, warranties, promises, understanding or agreements, oral or otherwise, that have been made or are relied upon by the Parties to this Agreement. This Agreement may not be clarified, modified, changed or amended except in a writing signed by each party, and supersedes all prior agreements.

**9. Severability**

The provisions of this Agreement are severable. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be unenforceable by any Court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**ARTICLE V: INSURANCE AND INDEMNIFICATION**

**10. Insurance**

(Intentionally Omitted).

**11. Indemnification**


The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Recipient or the Recipient's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

The Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

WITNESS:

DOVER PUBLIC SCHOOL DISTRICT

BY:   
Karen Koster, Secretary


BY:   
Robert Becker, Superintendent

Dated: 6/20/18

WITNESS:

TOWN OF DOVER

BY:   
Tara Pettoni, Acting Town Clerk

BY:   
James P. Dodd, Mayor

Dated: 7/3/18