

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Cooperative Purchasing - Farmingdale Lead Agency COUNTY: Monmouth

RECIPIENT: Borough of Mansquan COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Government Energy Act Program - Opportunity for resident taxpayers to receive reductions in electric bills through bulk purchase from a third party supplier.

EFFECTIVE DATE: September 2018

EXPIRATION DATE: 5 years

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.

REQUEST FOR REGISTRATION OR MODIFICATION OF A COOPERATIVE PRICING SYSTEM, JOINT PURCHASING SYSTEM OR REGIONAL COOPERATIVE PURCHASING SYSTEM

(COOPERATIVE PURCHASING FORM CP-2001)

Return completed Form with all documentation to:
 Cooperative Purchasing
 Division of Local Government Services
 PO Box 803
 Trenton NJ 08625-0803
 Attn: Co-op

CONDITION
To the extent that bids may have been received or a contract may have been awarded by an unregistered Cooperative Purchasing System without it first having obtained the requisite approval from the Division pursuant to N.J.A.C. 5:34-7.1 et seq., the Division is not in a position to address or resolve any legal questions which may exist as a result of such circumstances.

SYSTEM TYPE

Cooperative Pricing System Joint Purchasing System Regional Cooperative Pricing System

SYSTEM IDENTIFICATION


System Name: **MONMOUTH-OCEAN AREA ENERGY COOPERATIVE** Identifier: **#268MOAEC**

A t t a c h	<input checked="" type="checkbox"/> System Registration	<input type="checkbox"/> Add/Delete Member(s)	<input type="checkbox"/> Renew Registration	<input type="checkbox"/> Other (Check Below)
	<input type="checkbox"/> Lead Agency Resolution <input type="checkbox"/> Member Resolution(s) <input type="checkbox"/> Agreement(s)	<input checked="" type="checkbox"/> New Member Resolution(s) <input type="checkbox"/> Lead / Member Agreement(s)	<input type="checkbox"/> Lead Agency Resolution <input type="checkbox"/> List of Current Members (Submit new members on separate CP-2001)	<input type="checkbox"/> Change Lead Agency <input type="checkbox"/> Add/Delete Commodity <input type="checkbox"/> Change Address <input type="checkbox"/> Other (List Below)

DETAILS (Identify changes in: membership, commodities purchased or other information as appropriate)

New Participating Member(s):	
Ocean Township (Ocean County)	Purchase of natural gas & electric.
Borough of Manasquan	Purchase of natural gas & electric.

This is to certify that the requirements of *N.J.S.A. 40A:11-1 et seq.* or *N.J.S.A. 18A:18A-1 et seq.*, as appropriate, and *N.J.A.C. 5:34-7.1 et seq.* are understood and the System is in compliance with them.

Signature:		E-mail Address:	lhibbs@commercialutility.com
Name:	Lisa Hibbs	Phone:	800.296.2821 x109
Title:	VP, Operations & Government Relations	Date:	08/23/2018

Official Use:

Approved:	Materials Complete:	Effective Date:	System Expiration:
Disapproved:			

MONMOUTH-OCEAN AREA ENERGY COOPERATIVE
AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 29th day of January, 2018, by and between the Borough of Farmingdale, with an address of 13 Asbury Avenue, Farmingdale, New Jersey 07727, and hereinafter referred to as "Farmingdale" or "Lead Agency" and the following participants listed below, who desire to participate in the Monmouth-Ocean Area Energy Cooperative (hereinafter referred to as "Cooperative Pricing System" or the "System").

PARTICIPANTS

a) The Borough of Point Pleasant Beach with an address of 416 New Jersey Avenue, Point Pleasant Beach, New Jersey 08742 and hereinafter referred to as "Point Pleasant Beach"; and

With all above municipalities being hereinafter referred to collectively as "Participants."

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the Borough of Farmingdale, the Lead Agency, is conducting a voluntary Cooperative Pricing System with other Participants; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all Participants hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all Participants to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively shall include Electric Generation Service and Natural Gas Supply Service.
2. The items and classes of items which may be designated by the Participants hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Borough of Farmingdale, the Lead Agency, on behalf of all Participants, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the System, publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the Participant contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the Participant contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the Participant contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all Participant contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all Participant contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:

(A) The quantities ordered for the Lead Agency's own needs, and

(B) The estimated aggregate quantities to be ordered by other Participant contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each Participant contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No Participant contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participant contracting unit. Each Participant contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participant contracting units.
12. No Participant contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the Participant contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on _____ subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on

behalf of the members of the System.

17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

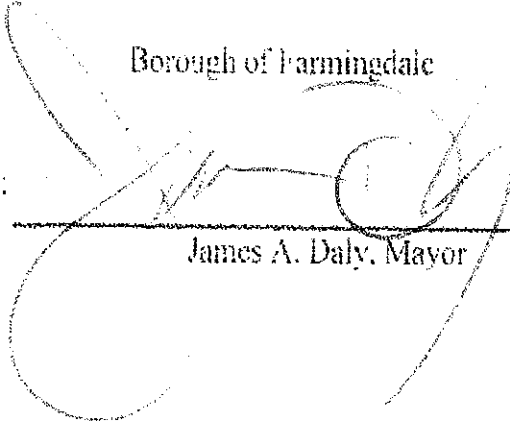
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

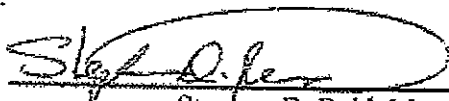
Borough of Farmingdale


James A. Daly, Mayor

FOR THE PARTICIPANT UNITS

Borough of Point Pleasant Beach

BY:

A handwritten signature in cursive script, appearing to read "Stephen D. Reid", is written over a horizontal line. The signature is enclosed within a hand-drawn oval.

Stephen D. Reid, Mayor

**MONMOUTH OCEAN AREA ENERGY COOPERATIVE (MOAEC)
COOPERATIVE PRICING AGREEMENT RIDER**

Pursuant to Paragraph 16 of the Cooperative Pricing Agreement, the Borough of Manasquan hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The Borough of Manasquan acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The Borough of Manasquan shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the 5 day of September, 2018.

ATTEST: BOROUGH OF MANASQUAN

B. Ilaria
Barbara Ilaria
Municipal Clerk

Edward G. Donovan
Hon. Edward Donovan
Mayor

Pursuant to Paragraph 16 of the Cooperative Pricing Agreement, the Lead Agency, the Borough of Farmingdale, does hereby accept the Township of Ocean, County of Ocean, as a member of the Cooperative Pricing System in consideration for the execution of the foregoing Rider and the promises, covenants, terms and conditions, as well as by any rules and regulations, referred to therein.

ATTEST: BOROUGH OF FARMINGDALE

Name: _____
Title: _____

Hon. James A. Daly
Mayor