

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Monmouth County COUNTY: \_\_\_\_\_

RECIPIENT: Village of Loch Arbour COUNTY: \_\_\_\_\_

BRIEF DESCRIPTION OF SERVICE:

Commodity/Risale Agreement

EFFECTIVE DATE: 6-23-16

EXPIRATION DATE: 9-30-21

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \_\_\_\_\_

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

Village of Loch Arbour  
Resolution 2016-50

Commodity/Resale Agreement  
between the County of Monmouth ("County")  
and the Village of Loch Arbour ("Municipality")

The County of the Municipality 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 Municipality through the Monmouth County Commodity Resale System.

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 Municipality.

3. No Obligation by Municipality. The Municipality 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 Municipality 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 Municipality 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, 2021, 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 Municipality.

9. Municipality's Representative. The Municipality's Clerk, or her respective designee will act on behalf of the Municipality with regard to a request for commodities from the County.

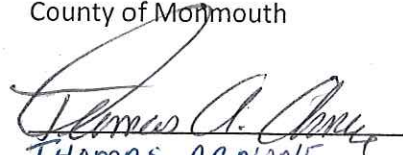
10. Payment of Invoices. The Municipality will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Municipality disputes a County invoice, the Municipality will pay the undisputed portion and attempt to resolve the 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 Municipality.

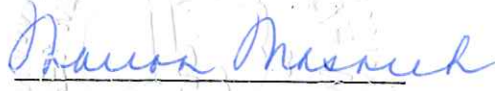
County of Monmouth

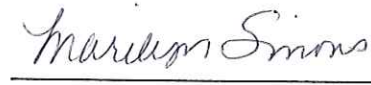
  
THOMAS ARNONE  
Freeholder Director

Village of Loch Arbour

  
Paul V. Fernicola  
Mayor, Village of Loch Arbour

Attest:

  
Clerk of the Board

  
Marilyn Simons, RMC  
Village Clerk

VILLAGE OF LOCH ARBOUR  
RESOLUTION 2016-50

UPON MOTION of Commissioner D' Angelo, seconded by Commissioner Cheswick, carried the following Resolution is adopted:

WHEREAS, N.J.A.C. 5:34-7.15 authorizes local units such as the Village of Loch to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and,

WHEREAS, the County of Monmouth, a local unit, has authorized the creation of the Monmouth County Commodity Resale System; and,

WHEREAS, it is in the best interests of the Village of Loch Arbour to enter into the proposed Municipal Assistance and Shared Services Agreement with the County of Monmouth.

NOW, THEREFORE, BE IT RESOLVED by the Village of Loch Arbour, County of Monmouth, State of New Jersey, that the Mayor of the Board of Commissioners and the Village Clerk are hereby authorized to execute the attached Commodity Resale Agreement with the County of Monmouth.

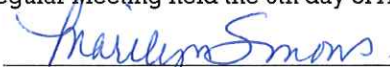
BE IT FURTHER RESOLVED that the Village Clerk shall forward a certified copy of this Resolution along with the executed Commodity Resale Agreement to the Clerk of the Board of Chosen Freeholders, County of Monmouth, Hall of Records, Freehold, NJ.

Recorded Vote:

NAME	AYE	NAY	ABSENT	ABSTAIN
Commissioner Cheswick	x			
Commissioner D'Angelo	x			
Mayor Fernicola	x			

**CERTIFICATION**

I, Marilyn Simons, Clerk of the VILLAGE OF LOCH ARBOUR, do hereby certify the above to be a true and exact copy of the resolution adopted by the Board of Commissioners of the Village of Loch Arbour at their Regular Meeting held the 6th day of April, 2016.



Marilyn Simons, RMC  
VILLAGE OF LOCH ARBOUR