

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH
MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION FOR
SECURITY SERVICES AND GASOLINE DISPENSING**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits units of local government to share services for particular purposes and to effectuate agreements for any services or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Monmouth-Ocean Educational Services Commission ("MOESC"), which is located in Tinton Falls, requires certain security services to be provided by the Tinton Fall Police Department and would like to utilize the Borough's gas pumps to fuel its vehicles; and

WHEREAS, the MOESC and the Borough believe that the entry of these shared service agreements will be mutually beneficial to taxpayers in Tinton Falls and throughout the school districts, including Tinton Falls, that MOESC serves in Monmouth County; and


WHEREAS, the Borough Administrator and Chief of Police recommend the entry of these shared services agreements to help offset the Borough's costs of maintaining its personnel and fueling facilities.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute the Shared Services Agreements with the MOESC attached hereto and made part hereof pursuant to the terms and conditions contained therein.

BE IT FURTHER RESOLVED that fully executed copies of these Agreements shall be transmitted to the Division of Local Government Services at the Department of Community Affairs.


GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held February 4, 2014.


DOREEN D'ANNUNZIO
ACTING MUNICIPAL CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N
MR. LARKIN			X			
MR. PAK	X		X			
MR. ROCHE			X			
MR. SCHERTZ		X	X			
MR. BALDWIN			X			

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on February 4, 2014.

Doreen D'Annunzio
Acting Municipal Clerk

INTERLOCAL SERVICES AGREEMENT

This Interlocal Services Agreement ("Agreement") is made this 1st day of September, 2013 between the Monmouth-Ocean Educational Services Commission, with its offices located at 900 Hope Road, Tinton Falls, New Jersey 07712 (hereinafter referred to as "MOESC"), and the Borough of Tinton Falls, with its offices located at 556 Tinton Avenue, Tinton Falls, New Jersey 07724 (hereinafter referred to as "Tinton Falls").

WITNESSETH:

A. *N.J.S.A. 40A:65-1, et seq.*, the "Uniform Shared Services and Consolidation Act", authorizes interlocal shared service agreements.

B. MOESC utilizes security guards at its Marcia Dietz facility located at 100 Tornillo Way, Tinton Falls (hereinafter "100 Tornillo").

C. The Tinton Falls Police Department has assisted MOESC with providing a secure environment at 100 Tornillo.

D. Pursuant to *N.J.S.A. 40A:65-1, et seq.*, MOESC wishes to enter into a shared services agreement with Tinton Falls for the provision of security services from the Tinton Falls Police Department.

NOW, THEREFORE, based on the foregoing premises and in consideration of the mutual promises and covenants of the parties as set forth below, both Tinton Falls and MOESC do hereby agree as follows:

Recitals

1. The above Recitals are repeated and incorporated herein as a material part of this Agreement.

The Shared Services

2. The Tinton Falls Police Department shall provide MOESC with one police officer at 100 Tornillo between the hours of 7:30 a.m. and 12:30 p.m. during each day of its operation as scheduled on the MOESC school calendar.

Administration

3. MOESC shall fully cooperate with all procedures established by the Tinton Falls Police Department for the scheduling and the accounting for the security services.

Financial Terms

4. Tinton Falls, on a monthly basis, shall invoice MOESC in the amount of \$51.00/hour of police officer presence at 100 Tornillo.

5. MOESC shall pay the invoice within forty-five (45) days of MOESC's receipt of the invoice.

6. Failure by MOESC to make payment or otherwise comply with the Tinton Falls' invoice procedures with the Police Department Requirements or with this Agreement may result in termination of this Agreement.

Shared Services Requirements

7. This Agreement shall be filed for informational purposes with the Division of Local Government Services in the Department of Community Affairs in accordance with the rules and regulations promulgated by the Director of DCA.

8. This Agreement shall take effect after the adoption of resolutions by the governing bodies of the parties hereto and upon the execution of those agreements, as authorized.

9. A copy of this Agreement shall be made available for public inspection at the offices of the parties following the adoption of the resolutions authorizing the agreement.

Duration

10. This Agreement shall be for the term of one year and automatically renew for additional terms of one year for ten years, provided, however, that either party may terminate this Agreement by providing a written ninety (90) day notice of termination to the other party.

Dispute Resolution

11. Any disputes which arise under this Agreement shall be first attempted to be resolved by the MOESC Superintendent and the Mayor of Tinton Falls or their designees. In the event the Superintendent and Mayor or their designees are unable to resolve any dispute which arises under this Agreement, it is agreed that mediation will be

attempted by the parties through the offices of a retired Judge of the Superior Court. In the event the mediation of the dispute is unsuccessful, the parties may pursue arbitration as set forth in this Agreement. If the controversy is not resolved by mediation, then the controversy or claim shall be brought to a second retired Judge of the Superior Court, who shall arbitrate any such dispute. The judge shall be mutually selected by the parties. The prevailing party shall be entitled to recover from the non-prevailing party as part of the resolution any costs and expenses, including attorney's fees, which the prevailing party incurred. In the event neither party clearly prevails, the arbitrator shall decide the allocation of costs, expenses and fees.

Standard Provisions

12. Each party will indemnify, defend and hold harmless the other party, including its agents, servants and employees, from any and all suits, claims for damages, liabilities, attorney's fees, costs, for any and all injuries to persons or property damage arising from any acts or omissions by its agents, servants and employees. This covenant shall include the provision of defense at all stages of the judicial, administrative or mediation/arbitration process.

13. This Agreement shall not be modified, in whole or in part, except by writing and signed by each of the parties as authorized by their governing bodies.

14. This Agreement may be executed in various counterparts, each of which shall be original, but all of which together shall constitute one and the same instrument.

15. This Agreement shall govern in all respects and construed under the laws of the rules and regulations of the State of New Jersey.

16. If any terms or conditions of this Agreement or any application of this Agreement shall be determined to be contrary to the laws, rules and regulations of the State of New Jersey, such terms and conditions or application shall be deemed to be invalid, but all other terms and conditions and applications shall continue in full force and effect pursuant to *N.J.S.A. 40A:65-1, et seq.*

17. All notices and other communications shall be in writing and shall be deemed to have been given when delivered three days after mailed first class, registered or certified mail, postage prepaid, or one business day after delivery via overnight service addressed to Kathleen Mandeville, School Business Administrator , MOESC at 900 Hope Road, Tinton Falls, New Jersey 07712, and to Tinton Falls Borough Administrator, the Borough of Tinton Falls, at 556 Tinton Avenue, Tinton Falls, New Jersey 07724.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals,
the day and year first above written.

Attest:

MONMOUTH-OCEAN EDUCATIONAL
SERVICES COMMISSION

Kathleen Mandeville
Kathleen Mandeville, School
Business Administrator

By: Timothy McCorkell
Timothy McCorkell, President

Attest:

BOROUGH OF TINTON FALLS

Maureen Murphy Borough Clerk

By: _____
Mayor – Borough of Tinton Falls

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INTERLOCAL SERVICES AGREEMENT

This Interlocal Services Agreement (“Agreement”) is made this 15th day of January, 2014 between the Monmouth-Ocean Educational Services Commission, with its offices located at 900 Hope Road, Tinton Falls, New Jersey 07712 (hereinafter referred to as “MOESC”), and the Borough of Tinton Falls, with its offices located at 556 Tinton Avenue, Tinton Falls, New Jersey 07724 (hereinafter referred to as “Tinton Falls”).

WITNESSETH:

A. *N.J.S.A. 40A:65-1, et seq.*, the “Uniform Shared Services and Consolidation Act”, authorizes interlocal shared service agreements.

B. MOESC utilizes its owned and maintained vehicles to provide transportation for MOESC personnel and for maintenance of MOESC’s facilities located in Tinton Falls, New Jersey.

C. Tinton Falls purchases, maintains, stores and utilizes premium gasoline and diesel fuel (hereinafter “gasoline”) for its municipal vehicles at the Tinton Falls Municipal Complex.

D. Pursuant to *N.J.S.A. 40A:65-1, et seq.*, MOESC wishes to enter into a shared services agreement to permit MOESC to purchase gasoline from Tinton Falls for utilization in MOESC vehicles.

NOW, THEREFORE, based on the foregoing premises and in consideration of the mutual promises and covenants of the parties as set forth below, both Tinton Falls and MOESC do hereby agree as follows:

Recitals

1. The above Recitals are repeated and incorporated herein as a material part of this Agreement.

The Shared Services

2. Tinton Falls permits MOESC to access and pump gasoline into MOESC-owned and operated vehicles from its gasoline pumps and tanks located at the Tinton Falls Municipal Complex.

3. MOESC shall purchase gasoline from Tinton Falls.

Administration

4. MOESC shall fully cooperate with all procedures established by Tinton Falls for access, pumping, tracking and accounting associated with the MOESC consumption of Tinton Falls' gasoline.

Financial Terms

5. MOESC's use shall be subject to Tinton Falls' priorities for its gasoline use, its availability and its cost.

6. The cost of the gasoline shall be market value, as established by Tinton Falls consonant with the value set by competitive bids received by Tinton Falls. Tinton Falls shall provide timely notice of any change in the cost to MOESC.

7. Tinton Falls, on a monthly basis, shall invoice MOESC for MOESC's gasoline use at the above described cost.

8. MOESC shall pay the Tinton Falls invoice within forty-five (45) days of MOESC's receipt of the Tinton Falls invoice.

9. Failure by MOESC to make payment or otherwise comply with Tinton Falls' purchase procedures and this Agreement may result in termination of this Agreement.

Shared Services Requirements

10. This Agreement shall be filed for informational purposes with the Division of Local Government Services in the Department of Community Affairs in accordance with the rules and regulations promulgated by the Director of DCA.

11. This Agreement shall take effect after the adoption of resolutions by the governing bodies of the parties hereto and upon the execution of those agreements, as authorized.

12. A copy of this Agreement shall be made available for public inspection at the offices of the parties following the adoption of the resolutions authorizing the agreement.

Duration

13. This Agreement shall be for the term of one year and automatically renew for additional terms of one year for ten years, provided, however, that either party may terminate this Agreement by providing a written ninety (90) day notice of termination to the other party.

Dispute Resolution

14. Any disputes which arise under this Agreement shall be first attempted to be resolved by the MOESC Superintendent and the Mayor of Tinton Falls or their designees. In the event the Superintendent and Mayor or their designees are unable to resolve any dispute which arises under this Agreement, it is agreed that mediation will be attempted by the parties through the offices of a retired Judge of the Superior Court. In the event the mediation of the dispute is unsuccessful, the parties may pursue arbitration as set forth in this Agreement. If the controversy is not resolved by mediation, then the controversy or claim shall be brought to a second retired Judge of the Superior Court, who shall arbitrate any such dispute. The judge shall be mutually selected by the parties. The prevailing party shall be entitled to recover from the non-prevailing party as part of the resolution any costs and expenses, including attorney's fees, which the prevailing party incurred. In the event neither party clearly prevails, the arbitrator shall decide the allocation of costs, expenses and fees.

Standard Provisions

15. Each party will indemnify, defend and hold harmless the other party, including its agents, servants and employees, from any and all suits, claims for damages, liabilities, attorney's fees, costs, for any and all injuries to persons or property damage arising from any acts or omissions by its agents, servants and employees. This covenant shall include the provision of defense at all stages of the judicial, administrative or mediation/arbitration process.

16. The MOESC shall have the right at all times during the term of this Agreement to inspect all relevant books, records or other information of the Borough regarding the provisions of this Agreement, including, but not limited to, such information pertaining to the cost of said gasoline and fuel to the Borough.

17. This Agreement shall not be modified, in whole or in part, except by writing and signed by each of the parties as authorized by their governing bodies.

18. This Agreement may be executed in various counterparts, each of which shall be original, but all of which together shall constitute one and the same instrument.

19. This Agreement shall govern in all respects and construed under the laws of the rules and regulations of the State of New Jersey.

20. If any terms or conditions of this Agreement or any application of this Agreement shall be determined to be contrary to the laws, rules and regulations of the State of New Jersey, such terms and conditions or application shall be deemed to be invalid, but all

other terms and conditions and applications shall continue in full force and effect pursuant to *N.J.S.A. 40A:65-1, et seq.*

21. All notices and other communications shall be in writing and shall be deemed to have been given when delivered three days after mailed first class, registered or certified mail, postage prepaid, or one business day after delivery via overnight service addressed to Kathleen Mandeville, School Business Administrator, MOESC at 900 Hope Road, Tinton Falls, New Jersey 07712, and to Tinton Falls Borough Administrator, the Borough of Tinton Falls, at 556 Tinton Avenue, Tinton Falls, New Jersey 07724.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Attest:

MONMOUTH-OCEAN EDUCATIONAL
SERVICES COMMISSION

Kathleen Mandeville
Kathleen Mandeville, School
Business Administrator

By: Timothy McCorkell
Timothy McCorkell, President

Attest:

BOROUGH OF TINTON FALLS

Maureen Murphy, Borough Clerk

By: _____
Gerald Turning, Mayor