

RESOLUTION #R-60-25
RESOLUTION OF THE BOROUGH OF MONMOUTH BEACH
AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH
OF OCEANPORT AND THE BOROUGH OF MONMOUTH BEACH FOR THE
PROVISION OF PAYROLL SERVICES

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et. seq. allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Borough of Oceanport is a municipal corporation having its principal offices located at 910 Oceanport Way, Oceanport, New Jersey, 07757

WHEREAS, the Borough of Monmouth Beach is a municipal corporation having offices at 22 Beach Road, in the Borough of Monmouth Beach, Monmouth County, New Jersey; and

WHEREAS, the Borough of Oceanport and the Borough of Monmouth Beach are desirous of entering into a Shared Services Agreement effective February 15, 2025 for the provision of payroll services for the period February 15, 2025 through February 14, 2026; and

WHEREAS, it is in the best interest of the Borough of Oceanport and the Borough of Monmouth Beach to enter into this Shared Services Agreement;

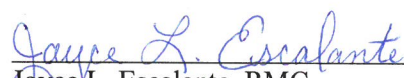
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Borough of Monmouth Beach hereby authorize the Mayor and Borough Clerk to execute a Shared Services Agreement ("agreement") for the provision of payroll services between the Borough of Oceanport and the Borough of Monmouth Beach that incorporates the following additional terms and conditions:

1. The term of this Agreement shall be for the period February 15, 2025 through February 14, 2026
2. The rate for the services shall be \$10,000.00 annually, with payments made in four (4) equal payments one each on February 15th, May 15th, August 15th and November 15th.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Borough Administrator, Chief Financial Officer, the Tax Collector and the Borough of Monmouth Beach.

CERTIFICATION

I, Joyce L. Escalante, Borough Clerk for the Borough of Monmouth Beach, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Board of Commissioners of the Borough of Monmouth Beach at a meeting held on March 26, 2025.



Joyce L. Escalante, RMC
Borough Clerk

INTERLOCAL SERVICES AGREEMENT BETWEEN
THE BOROUGH OF OCEANPORT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

AND

THE BOROUGH OF MONMOUTH BEACH, IN THE COUNTY OF MONMOUTH, NEW JERSEY
PROVIDING PAYROLL SERVICES

Dated as of February 15, 2025

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT (this "Agreement") between the Borough of Oceanport, County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey ("Oceanport") with offices located at 910 Oceanport Way, Oceanport, New Jersey, and the Borough of Monmouth Beach in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey ("Monmouth Beach") with offices located at 22 Beach Road, Monmouth Beach, New Jersey, effective February 15, 2025.

WITNESSETH:

WHEREAS, Oceanport and Monmouth Beach have determined that it is in the best interests of Oceanport, Monmouth Beach and the residents thereof for Oceanport and Monmouth Beach to jointly provide for Payroll Services (the "Work"); and

WHEREAS, the cost of the work to Monmouth Beach has been agreed upon to be \$10,000 annually; and

WHEREAS, Oceanport and Monmouth Beach desire to set forth certain terms and conditions relating to the Work, the time frame, and the terms of payment by Monmouth Beach for its cost of the Work; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1, *et seq.* authorizes and encourages municipalities to enter into contracts for the joint provision within their jurisdiction of any service that either party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, municipalities are expressly authorized to work together for the provision of municipal services; and

WHEREAS, it is in the best interests of the citizens of Oceanport and Monmouth Beach to work together through this Interlocal Services Agreement to implement the Work for the benefit of each respective community; and

WHEREAS, Oceanport has approved the execution of this Agreement by resolution adopted on February 20, 2025, and Monmouth Beach has approved the execution of this Agreement by resolution adopted on February 26, 2025;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Oceanport and Monmouth Beach will act together in accordance with this Agreement to implement the Work for a total cost of \$10,000.00 to Monmouth Beach, annually per year that this agreement remains in effect. These payments from Monmouth Beach will be due to the Borough in four (4) equal payments one February 15th, May 15th, August 15th and November 15th to finance the cost of the Work. In the event the 15th of the month shall fall on a weekend or Holiday, the payment shall be due on the next business day. Any payments made in accordance with this provision shall be deemed timely for the purposes of this Agreement.

Section 2. Oceanport will provide Jason Sutton to administer payroll services to Monmouth Beach through remote, virtual, or onsite means.

Section 3. The Work, as specified in Section 7 herein, will be performed and managed by the Jason Sutton under the supervision of the Monmouth Beach Administrator and any other individuals he appoints in conjunction with the completion of the Work.

Section 4. The Work to be performed by Mr. Sutton shall include processing 26 payrolls annually, making any required tax payments, and any other work required as part of the required payroll services. Mr. Sutton shall perform his or her duties in accordance with applicable laws and regulatory standards.

Section 4. Should Monmouth Beach request work outside the scope of this agreement from Mr. Sutton, Monmouth Beach shall contract directly with Oceanport for such work.

Section 5. The parties agree this is an exclusive service agreement. Mr. Sutton may not provide similar services to municipal entities that are not a part of this Agreement without the express written approval of the parties.

Section 6. This Agreement is intended to incorporate the entire Agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be modified, amended or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

Section 7. The provisions of this Agreement are severable. If any article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of the Agreement.

Section 8. Oceanport and Monmouth Beach shall hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses, (including but not limited to, reasonable attorneys' fees) that either may incur or be subject to as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with such performance or nonperformance.

Section 9. The rights and the obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 10. This Agreement shall remain in effect from February 15, 2025 through February 14, 2026, unless otherwise agreed and approved by the respective governing bodies of both parties.

Section 11. This Agreement shall be governed by the laws of the State of New Jersey. If either party defaults on its obligations herein, the other party may take whatever action is necessary and available under the laws of the State of New Jersey to enforce specific performance.

Section 12. The parties signing below have been authorized by resolution adopted by the governing bodies of Oceanport and Monmouth Beach to enter into this Agreement and sign on

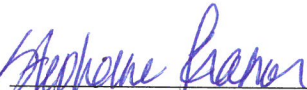
behalf of the respective parties.

IN WITNESS WHEREOF, Oceanport has caused this Agreement to be executed in its corporate name by its duly Authorized Representative, and Monmouth Beach has caused this Agreement to be executed in its name by its duly Authorized Representative, not as of the date first above written but, on the date, set forth below.

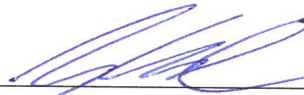
[SEAL]

BOROUGH OF OCEANPORT

ATTEST:


STEPHANIE KRAMER
Deputy Borough Clerk

By:



THOMAS J. TVRDIK, MAYOR

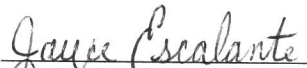
Date:

3/3/2025

[SEAL]

BOROUGH OF MONMOUTH BEACH

ATTEST:


JOYCE ESCALANTE
Borough Clerk

By:



DAVID F. STICKLE, Mayor

Date:

3/26/2025