

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 FINANCIAL AND TAX COLLECTOR SERVICES

Dated as of December 1, 2024

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 December 1, 2024.

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 Chief Financial Officer and Tax Collection Services (the "Work"); and

WHEREAS, the cost of the work to Monmouth Beach has been agreed upon to be \$80,000 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 December 5, 2024, and Monmouth Beach has approved the execution of this Agreement by resolution adopted on December 17, 2024;

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 \$80,000.00 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 January 15th, April 15th, July 15th and October 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 its Certified Municipal Finance Official to Monmouth Beach for appointment as the Monmouth Beach Chief Financial Officer to administer the responsibilities for Monmouth Beach as specified in N.J.S.A. 40A:9-140.10 through remote, virtual, or onsite means.

Section 3. The Work, as specified in Section 4 herein, will be performed and managed by the Chief Financial Officer and Monmouth Beach's other professionals, such as Bond Counsel, Finance Advisors, Auditor, Budget Consultant, Forensic Auditor, and others. The Monmouth Beach Finance Office staff shall include, at the minimum, one (1) Accounts Payable Clerk.. In the event an employee who holds any of those titles shall no longer be employed by Monmouth Beach, Monmouth Beach shall make every effort to fill the position as quickly as possible. While the search is active, Monmouth Beach shall neither be required to hire an "interim" but may do so at its discretion. Monmouth Beach shall not be deemed in breach of this provision in the event an employee leaves employment with Monmouth Beach, provided that Monmouth Beach is seeking a replacement in good faith.

Section 4. The Work to be performed by the Chief Financial Officer shall include the management of the Finance Department to accomplish the objectives specified in N.J.S.A. 40A:9-140.10. The Chief Financial Officer will also provide the necessary data, review for accuracy and execute statutory documents prepared by other professionals such as the Annual Finance Statement, Annual Debt Statement, Annual Municipal Budget Document, Annual Audit and others.

Section 5. Should Monmouth Beach request work outside the scope of this agreement from the Chief Financial Officer provided by Oceanport, Monmouth Beach shall contract directly with Oceanport for such work.

Section 6. The parties agree this is an exclusive service agreement. The Chief Financial Officer 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 7. Oceanport will provide its Certified Tax Collector to Monmouth Beach for appointment as the Monmouth Beach Tax Collector to administer the responsibilities for Monmouth Beach as specified in N.J.S.A. 40A:9-141 through remote, virtual, or onsite means.

Section 8. The Work, as specified in Section 7 herein, will be performed and managed by the Tax Collector and Monmouth Beach's other professionals, such as the CFO, Tax Assessor Borough Attorney, Auditor and others. The Monmouth Beach Tax Collector Office staff shall include, at the minimum, one (1) Tax Collector Assistant. In the event an employee who holds any of those titles shall no longer be employed by Monmouth Beach, Monmouth Beach shall make every effort to fill the position as quickly as possible. While the search is active, Monmouth Beach shall neither be required to hire an "interim" but may do so at its discretion. Monmouth Beach shall not be deemed in breach of this provision in the event an employee leaves employment with Monmouth Beach, provided that Monmouth Beach is seeking a replacement in good faith.

Section 9. The Work to be performed by the Tax Collector shall include the management of the Tax Department to accomplish the objectives specified in N.J.S.A. 40A:9-141. The tax

Collector will shall perform his or her duties in accordance with applicable laws and regulatory standards.

Section 10. Should Monmouth Beach request work outside the scope of this agreement from the Tax Collector provided by Oceanport, Monmouth Beach shall contract directly with Oceanport for such work.

Section 11. The parties agree this is an exclusive service agreement. The Tax Collector 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 12. 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 13. 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 14. 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 15. The rights and the obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 16. This Agreement shall remain in effect from December 1, 2024 through December 31, 2025.

Section 17. 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 18. 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:

Date: 2-3-2025

Stephanie Kramer
~~Jeanne Smith, Borough Clerk~~
Stephanie Kramer, Deputy Borough Clerk

By: 

Thomas J. Tvrdik, Mayor

[SEAL]

BOROUGH OF MONMOUTH BEACH

ATTEST:

Date: 12/17/2024

Joyce L. Escalante
Joyce Escalante, Borough Clerk

By: 

