

SHARED SERVICES AGREEMENT

THIS AGREEMENT is made this 22nd day of February 2011 by and between:

The Township of Medford, a municipal corporation located in the County of Burlington, State of New Jersey, with its principal office located at 17 N. Main Street, Medford, New Jersey 08055 (hereinafter "Provider"), and

The Borough of Medford Lakes, a municipal corporation located in the County of Burlington, State of New Jersey, with its principal office located at Cabin Circle, Medford Lakes, New Jersey 08055 (hereinafter "Recipient").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements 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 in its own jurisdiction; and

WHEREAS, the Recipient has determined, that for reasons of efficiency and economy and in view of the limited demand for services experienced by the Recipient for the services of the Recipient's Electric and Plumbing Sub code Official, and Construction Official that it is prudent and fiscally responsible to enter into this Shared Services Agreement; and

WHEREAS, N.J.S.A. 52:27D requires each municipality to have an Electric and Plumbing Sub code Official, and a Construction Official but that same may be provided by an agreement with another municipality; and

WHEREAS, the Recipient is in need of the services of licensed professionals to perform Electric and Plumbing Sub code Official duties, and Construction Official duties; and

WHEREAS, the Provider has agreed to furnish to the Recipient with the services of its Electric and Plumbing Sub code Officials, and Construction Official pursuant to N.J.S.A. 52:27D and N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, in the spirit of inter-municipal cooperation, and in the furtherance of the principles underlying the Act, the Provider and the Recipient (collectively the "Parties") have negotiated an Agreement for the use of Electric and Plumbing Sub code Official services, and Construction Official services within their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibit A & B respectively.

NOW, THEREFORE, it is understood and agreed as follows:

1. **Controlling Law.** This agreement is governed by the provisions of N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
2. **Term of Agreement.** This Agreement shall take effect January 1, 2011. This Agreement shall terminate no later than midnight on August 31, 2020.
3. **Scope of Work.** Commencing January 1, 2011, the Provider shall furnish to the Recipient the services of licensed personnel as is necessary to carry out within the territorial jurisdiction of the Recipient, Electric Sub code Official services, Plumbing Sub code Official Services, and Construction Official Services as required by the News Jersey State Uniform Construction Code Act and to perform all the duties required of the Electric Sub code Official, Plumbing Sub code Official, and Construction Official.
4. **Permit Fees.** All permit fees, penalties and other fees for services provided in accordance with this Agreement shall be collected and retained by the Recipient in accordance with the fee schedules in force within the Borough of Medford Lakes.
5. **Compensation.** Recipient shall pay to the provider the sum of \$18,500 per annum in consideration and as compensation for the Provider furnishing the services referred to in the Agreement, payable as follows: The first payment shall be made on January 1, 2011 in the amount of \$4,625. The sums referenced above shall include payment for the use of any vehicles owned by the Provider that are used in connection with delivering the services to the recipient. The Recipient agrees to reimburse the Provider for a reasonable out of pocket costs incurred by the Provider that are directly related to the services provided herein. The Recipient shall not be responsible for any additional costs or compensation when the scope of work is fulfilled by an Acting code Official due to vacation, illness or vacancy of the Provider.
6. **Designation of Primary Employer.** Medford Township is hereby designated as primary employer. It is recognized that the Electric and Plumbing Sub code Official, and Construction Official provided for herein are occupying the position with the Provider. The Electric and Plumbing Sub code Official, and Construction Official are employees of the Provider. The Provider shall be exclusively responsible for the payment of any and all benefits with respect to that employee, including but not limited to taxes, unemployment, disability, pension and healthcare, vacation, sick and personal days etc. The Electric and Plumbing Sub code Official, and Construction Official shall be covered under all applicable personnel policies of the Provider and shall retain any and all rights and benefits that may have accrued from that position with the Provider. In the event of vacancy in the position of Electric or Plumbing Sub code Official, or Construction Official, the provider shall have the exclusive authority and obligation to appoint a replacement Electric or Plumbing Sub code Official, or Construction Official pursuant to N.J.S.A. 52:270.

7. **Municipal Office Locations.** In addition to any office established by the Provider, the Recipient shall maintain an office in the Borough of Medford Lakes, Cabin Circle, Medford Lakes, New Jersey. All inspection records and business dealings pertaining to the Recipient shall be maintained and conducted at the Borough of Medford Lakes. The Electric and Plumbing Sub code Official, and Construction Official shall have 24 hour access to the office, building plans and construction files.
8. **Hours of Service.** Services of the Electric and Plumbing Sub code Official, and Construction Official shall be provided in accordance with the Provider's regular working hours. The Recipient will provide for a Technical Assistant to the Construction Official.
9. **Insurance.** The Electric and Plumbing Sub code Official, and Construction Official provided for in this Agreement shall be covered at all times by the Provider's workers compensation policy whether working in Provider or Recipient municipality. However, when the person(s) acting as the Electric or Plumbing Sub code Official, or Construction Official are working on Construction Code Enforcement matters in the Recipient municipality, he shall be covered by the Liability Insurance of the Recipient as Recipient's agent. Recipient shall provide the Provider with a Certificate of Insurance naming the Provider and evidencing this liability coverage for the term of this contract. Each Party agrees to provide the other Party with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of any material change to said policies.
10. **Hold Harmless and Indemnification.** The Recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of the Recipient and were not beyond the scope of performing official duties on behalf of the Recipient and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third party.
11. **Maintenance of Records.** The Electric and Plumbing Sub code Official, and Construction Official provided pursuant to this Agreement shall maintain records of all inspections and activities conducted within the Recipient municipality as may be required by and in accordance with the Codes and Laws of the State of New Jersey.
12. **External Disputes.** Any complaints related to the services provided to the Recipient shall be handled by the Recipient's procedures. However, the Provider's Township Manager shall be informed of complaints in a timely manner.
13. **Disputes Concerning Agreement.** Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any or the Parties or the services and other responsibilities provided in this

Agreement shall be solved in accordance with the following: Step A: The Recipient's Borough Manager and the Provider's Township Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter for resolution as provided for in Step B. Step B: In the event that a dispute cannot be resolved in Step A, then, pursuant to N.J.S.A. 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration prior to any action being filed in a court of competent jurisdiction. Any costs associated with the arbitration shall be borne equally by both Parties.

14. **Termination.** This Agreement may be terminated at any time upon mutual Agreement of the Parties; however, unless otherwise agreed by the Parties, such termination shall not become effective for a minimum of three (3) months following the adoption of Resolutions by both governing bodies authorizing the termination. Either Party may terminate this Agreement unilaterally at any time and for any reason based upon giving the other party three (3) months advance written notice of its intent to terminate.

15. **Default.** In the event that either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of the 30-day period.

16. **Notices.** Notices hereunder shall be given to the Parties as set forth below:

To Recipient:

To Provider:

Borough Manager

Township Manager

Cabin Circle

17 N. Main Street

Medford Lakes, NJ 08055

Medford, NJ 08055

17. **Choice of Law.** Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

18. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties and may not be changed orally, and may only be modified or amended by a written statement signed by both Parties.

19. **Severability.** If part of this Agreement shall be held to be unenforceable or invalid the rest of Agreement shall nevertheless remain in full force and effect.

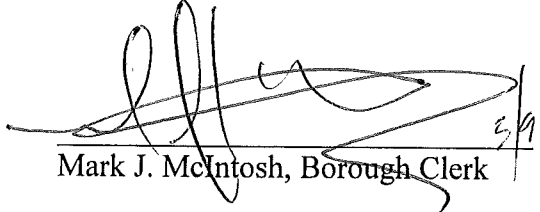
20. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of the Agreement at anyone time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment

of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

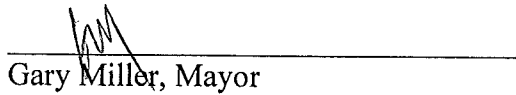
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

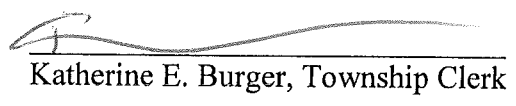
BOROUGH OF MEDFORD LAKES



Mark J. McIntosh, Borough Clerk



Gary Miller, Mayor



Katherine E. Burger, Township Clerk



Deputy Mayor, Mark Sander