

**SHARED SERVICES AGREEMENT  
BETWEEN TOWNSHIP OF TOMS RIVER AND THE  
TOWNSHIP OF BRICK**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 between the **TOWNSHIP OF TOMS RIVER**, (hereinafter "**TOMS RIVER**") a municipal corporation of the State of New Jersey, with principal offices at 33 Washington Street, Toms River, New Jersey and the **TOWNSHIP OF BRICK** (hereinafter "**BRICK**"), with principal offices at 401 Chambersbridge Road, New Jersey, constitutes an Shared Services Agreement pursuant to N.J.S.A. 40:8A-1 et. seq. and 40A:65-1.

**WITNESSETH**

**WHEREAS**, TOMS RIVER and BRICK have concluded that the residents of the Township of Toms River and the Township of Brick will benefit from the sharing of services, and

**WHEREAS**, the parties hereto recognize that certain services may be more economically provided by one of the parties to this agreement, and

**WHEREAS**, the proper and respective public officials were authorized to execute this Shared Services Agreement pursuant to the adoption of Resolutions of their respective entities

**NOW THEREFORE** and in consideration of the mutual promise set forth herein, the parties hereto agree as follows:

**1. PURPOSE**

The parties agree that the services to be provided under this agreement shall be as follows:

- a) The development and implementation of a Geographic Information System ("GIS"), maintenance of Township tax map. and other mapping services;
- b) Provision of fuel dispensing services;
- c) The construction of any or all capital improvements as may be authorized by the respective entities from time to time including construction supervision services;
- d) Snow plowing services and snow removal chemicals;
- e) Road construction and repair;
- f) Printing services;
- f) Transportation services;
- g) Custodial services;

- h) Heating, venting and air conditioning maintenance and repair;
- i) Public building and grounds maintenance and repair;
- k) Engineering and planning services;
- l) Surveying services;
- m) Trash collection and disposal;
- n) Vehicle purchasing maintenance and repair;
- o) Legal services;
- p) Financial and auditing services;
- q) Information technology, including computer and internet services maintenance, repair;
- r) Security and law enforcement services;
- s) Employee labor.
- t) Construction Inspection Services.

## **2. TERM**

The services to be mutually furnished by this agreement shall commence upon the execution of this agreement, which agreement shall be effective from January 1, 2009 to January 1, 2011 or the Reorganization Meeting of Toms River Township for calendar year 2011, which ever shall occur later, unless properly terminated by the parties as provided hereinafter.

## **3. PROVISION OF SERVICES**

- a) For purposes of this agreement, any party performing a service on behalf of the other party shall be deemed to be an agent of the non-performing party and said performing party shall have the full powers of performance and maintenance of the services contracted for and full powers to undertake any ancillary operations reasonably necessary or convenient to carry and its duties and obligations under this agreement including all powers of enforcement and administrative regulation. However no party hereto shall be liable for the cost of acquisition, construction or maintenance of any capital facility acquired by the performing party unless specifically provided for in this agreement or any subsequent amendment hereto.
- b) If any party performing any service contemplated by this agreement utilizes the services of a private contractor to perform any or all of the services covered by this agreement, such party shall be required to award the work to be performed by the private contractor in full accordance with the "Local Public Contract Law", N.J.S.A. 40 A:11-1 et. seq.

c) Any services to be provided under this agreement must be authorized in writing by the Toms River Township Business Administrator, if on behalf of Toms River, or by the Brick Township Business Administrator, if on behalf of Brick, prior to the actual provision of the service provided.

d) The cost of any service provided must be authorized and included in the current budget of the non-performing party.

#### **4. COMPENSATION**

a) The parties hereto agree that the services shall be provided in accordance with the hourly compensation rate of the employee multiplied by 1.9. The multiplier will compensate the parties for vacation time, benefits, etc.

b) The performing party shall prepare and submit invoices setting forth services provided. In the case of an ongoing service, an invoice shall be prepared and submitted on a monthly basis.

c) All properly presented invoices shall be paid within 90 days of submission.

d) In the event the non-performing party fails to make any payment within 90 days of submission, the performing party shall serve a written notice of default on the non-performing party. If the non-performing party fails to cure such default within 30 days after receipt of notice, interest shall accrue at the rate of one and one-half per month on all outstanding amounts.

e) The parties shall have the right to negotiate on a project by project basis for the provision of any service not contemplated by the rates established in subsection 4(a). Any such negotiated agreement must be agreed to in writing by the Township Business Administrator on behalf of Toms River and the Township Business Administrator on behalf of Brick, and must be authorized and included in the current adopted budget and capital program. Any project not so authorized and/or included must be authorized by the governing body of Toms River or Brick, as the case may be, prior to the service being provided.

f) Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and other documents as one necessary to fully disclose to the other party or its authorized representatives, upon audit or reviews, sufficient information to determine compliance with their agreement or any applicable laws or regulations. Each party shall have the right to inspect these records upon reasonable notice to the other party.

## **5. INDEMNIFICATION**

The performing party shall indemnify, hold harmless and defend the non-performing party, its elected and appointed officials, employees, officers and agents against all liability, claims, suits, losses, damages, costs and demands on account of bodily injury, death, property damage, arising as of or connected with the performance of any service authorized by this agreement.

## **6. NOTICES**

All notices required by this agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested to the following persons:

To Toms River: To the Township Business Administrator, 33 Washington Street, Toms River, New Jersey 08753 with a copy to the Municipal Clerk

To Brick: To the Township Business Administrator, 401 Chambersbridge Road, Brick, New Jersey 08723 with a copy to the Municipal Clerk

## **7) ENTIRE AGREEMENT/AMENDMENTS**

The parties acknowledge and agree that this writing constitutes the only and entire agreement between the parties and supersedes any prior written agreement be authorized by Resolution adopted by the Township Council on behalf of the TOWNSHIP OF TOMS RIVER and the TOWNSHIP OF BRICK.

## **8) INTERPRETATION/CONSTRUCTION**

The parties agree that this agreement was prepared under authority of the State of New Jersey and therefore shall be interpreted by the laws of that State.

## **9) DISPUTE RESOLUTION**

If a disagreement shall arise under this agreement, the disagreement shall be referred to an arbitrator to be mutually agreed upon by the parties for binding arbitration. If the parties are unable to mutually select an arbitrator, the disagreement shall be determined by a court of competent jurisdiction

## **10) ASSIGNMENT**

The rights, duties and obligations of this agreement may not be assigned without either party's prior written consent.

**11) NON-WAIVER**

It is agreed that a failure or delay in the enforcement of any of the provision of this agreement by either party shall not constitute a waiver of those provisions.

**12) SEVERABILITY**

If any provision or provisions of this agreement be determined to be invalid or contrary to New Jersey law only these provisions shall be struck and the remaining provisions of this agreement shall survive.

**13) FUNDING**

In accordance with N.J.S.A. 40A:11-15 this Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided.

**14) FORCE MAJEUR**

In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strikes or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation a provided a reasonable extension to complete the obligation or service.

**15) AFFIRMATIVE ACTION**

The parties and their contractors, subcontractors, and agents agree to comply with all federal and state laws and/or regulations relative to affirmative action in the procurement of professional and service contracts and the same is incorporated herein and made a part hereof.

**16) TERMINATION**

This agreement shall expire upon the earliest of the following events: expiration of the terms of the contract, as set forth in subsection 2 herein,, upon prior written mutual agreement of the parties, upon 60 days written notice by one party upon the other party, in compliance with the notice requirements of subsection 6 herein.

**17) INDEPENDENT PUBLIC AGENCIES**

The parties acknowledge and agree that they are associated for only the purposes set forth in this agreement and each is a public agency separate and distinct from the other. Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.

**18) PROPER AUTHORITY**

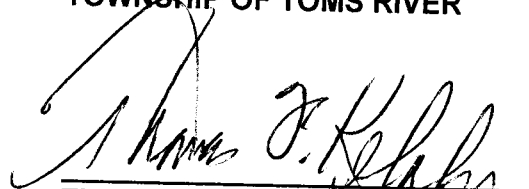
The parties hereto represent and warrant that the person executing this agreement has the full power and authority to enter into this agreement and that this agreement has been duly authorized by the appropriate Resolution of each entity.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**ATTEST:**

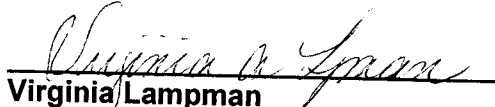
**TOWNSHIP OF TOMS RIVER**

  
\_\_\_\_\_  
**J. MARK MUTTER**  
**TOWNSHIP CLERK**

  
\_\_\_\_\_  
**THOMAS F. KELAHER**  
**MAYOR**

**ATTEST:**

**TOWNSHIP OF BRICK**

  
\_\_\_\_\_  
**Virginia Lampman**  
**TOWNSHIP CLERK**

  
\_\_\_\_\_  
**Stephen C. Acropolis**  
**MAYOR**