

**A SHARED SERVICES AGREEMENT BY AND BETWEEN
THE TOWNSHIP OF MOUNT HOLLY AND THE BOROUGH OF
PEMBERTON FOR THE SERVICES OF PLUMBING SUBCODE INSPECTIONS
BY A PLUMBING SUBCODE OFFICIAL, FOR THE BOROUGH OF
PEMBERTON**

THIS SHARED SERVICES AGREEMENT ("Agreement") is made on this _____ day of _____, 2014 between the TOWNSHIP OF MOUNT HOLLY (hereinafter referred to as "MT. HOLLY"), a body politic and corporate of the State of New Jersey with principal offices located at 23 Washington Street., Mount Holly, New Jersey 08060 and the BOROUGH OF PEMBERTON (hereinafter referred to as "PEMBERTON"), a body politic and corporate of the State of New Jersey with principal offices located at 50 Egbert Street, Pemberton, New Jersey 08068.

WITNESSETH:

WHEREAS, MT. HOLLY is a municipal entity organized under the laws of the State of New Jersey and located in Burlington County; and

WHEREAS, PEMBERTON is a municipal entity organized under the laws of the State of New Jersey and located in Burlington County; and

WHEREAS, PEMBERTON is in need of the services of a qualified "Plumbing Subcode Official" due to the resignation of PEMBERTON's Plumbing Subcode Official; and

WHEREAS, MT. HOLLY employs certain individual(s) who are qualified to offer Plumbing Subcode Inspections, including a Plumbing Subcode Official in addition to other MT. HOLLY employees with expertise in that area, under the supervision of a Plumbing Subcode Official; and

WHEREAS, MT. HOLLY has agreed to permit their Plumbing Subcode Official to perform Plumbing Subcode Inspections in PEMBERTON, with the assistance of other qualified MT. HOLLY employees under the supervision of a Plumbing Subcode Official, in addition to the duties assigned by MT. HOLLY to these employees for MT. HOLLY; and

WHEREAS, PEMBERTON has agreed to pay MT. HOLLY the sum of five thousand dollars and no cents (\$5,000.00), as an annual prorated salary for the services of a MT. HOLLY Plumbing Subcode Official to provide Plumbing Subcode Inspections in PEMBERTON; and

WHEREAS, MT. HOLLY has agreed to provide their Plumbing Subcode Official for Plumbing Subcode Inspections in the Borough of Pemberton on Tuesdays and Thursdays between the hours of 8:30 A.M. and 4:30 P.M.; and

WHEREAS, MT. HOLLY and PEMBERTON intend by virtue of this document set forth the terms and conditions of this Agreement; and

WHEREAS, the proper and respective municipal officers were authorized to execute this SHARED SERVICE AGREEMENT pursuant to Resolutions of their respective governing bodies, attached hereto and made a part of this Agreement; and

NOW THEREFORE, AND IN CONSIDERATION of mutual promises set forth herein, the parties hereto agree as followed:

1. TERM

The first term of this agreement shall be for a period commencing on October 1, 2014 and ending September 30, 2015 and shall be cancelable upon thirty (30) days written notice by any party to this Agreement. This Agreement may be renewed for up to an additional one (1) year upon agreement between the municipal administrator of PEMBERTON and the municipal manager of MT. HOLLY. This Agreement may be further extended fore additional period of time upon approval of resolutions by both municipalities.

2. DUTIES

The MT. HOLLY Plumbing Subcode Official and/or other MT. HOLLY employees under the supervision of a Plumbing Subcode Official, shall perform all duties of the Plumbing Subcode Official for PEMBERTON pursuant to the provisions of the Pemberton Township Code and New Jersey Building and Construction laws, and other related law and regulations. These services may be provided at the Pemberton Municipal Building and in the field throughout PEMBERTON, as appropriate, as well as through the telephone and computer e-mail use at the Mt. Holly Municipal Building when more efficient and timely. It is understood that these duties can take place anytime during the workday as established by MT. HOLLY. When at the Pemberton Municipal Building, PEMBERTON shall provide to the Plumbing Subcode Official, a suitable office and equipment necessary to perform the tasks. The Plumbing Subcode Official shall provide inspections in the Borough of Pemberton on Tuesday and Thursday of each week, between the hours of 8:30A.M. and 4:30P.M. This schedule shall be subject to the holiday and vacation schedule of MT. HOLLY as well as the reasonable personal use of vacation and/or personal and/or sick leave subject to

the policies of MT. HOLLY. This includes attendance at PEMBERTON Municipal Court to enforce violations if/when necessary.

3. COSTS OF SERVICE

PEMBERTON shall pay to MT. HOLLY an annual pro-rated salary of five thousand dollars and no cents (\$5,000.00) for the services of a plumbing subcode official in PEMBERTON. This sum represents the hourly rate of the Plumbing Subcode Official as well as additional payroll costs and administrative fees that MT. HOLLY must cover as well as any transportation costs provide by MT. HOLLY for a Plumbing Subcode Official to carry out the required responsibilities of the office.

4. EMPLOYMENT STATUS

It is acknowledged by MT. HOLLY and PEMBERTON that the Plumbing Subcode Official and any other MT. HOLLY employees with expertise in that area, under the supervision of a Plumbing Subcode Official, are not be employees of PEMBERTON, but in fact shall remain employees of MT. HOLLY only, and any payments made hereunder by PEMBERTON to MT. HOLLY shall be deemed in the nature of third party payments by these municipalities on a “vendor” basis.

The supervising Plumbing Subcode Official and any other MT. HOLLY employees with expertise in that area, under the supervision of a Plumbing Subcode Official acknowledge that in the event of a termination of this Agreement by any and all of the parties; they will not be paid any sum in excess of the previous salary committed by MT. HOLLY.

5. AUDIT

Pursuant to the Single Audit Act of 1984, PEMBERTON agrees to permit MT. HOLLY and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at the reasonable time and place for the purpose of auditing the records, reports and documents relative to this agreement.

6. INDEMNIFICATION

PEMBERTON shall indemnify and hold harmless and defend MT. HOLLY, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death and property damage, arising out of or connected with the performance of the services under this Agreement.

7. NOTICES

All notices hereunder shall be in writing and sent for PEMBERTON to the Township Administrator, Borough of Pemberton, 50 Egbert Street, Pemberton, New Jersey 08068; and for MT. HOLLY to the Township Manager, Township of Mt. Holly, 23 Washington Street, Mt. Holly, New Jersey 08060.

8. 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 of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

STEP A: The Pemberton Township Administrator and the Mt. Holly Township Manager shall attempt to resolve matter. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agreed upon by the Parties, both parties agree to submit that matter as provide in Step B below;

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.

9. MISCELLANEOUS

The following provisions shall apply to this Agreement:

a. Construction of this Agreement

The Parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of the contract.

d. **Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement shall be binding upon all parties hereto.

e. **Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. **Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without PEMBERTON's prior written permission.

g. **Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. **Funding**

In accordance with Provisions of N.J.S.A. § 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. **Waiver**

It is understood and agreed by the parties that a failure or delay in enforcement of any provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this agreement

DATED: _____

THE BOROUGH OF PEMBERTON

BY: _____
HAROLD GRIFFIN, Mayor

ATTEST: _____

THE TOWNSHIP OF MOUNT HOLLY

BY: _____
ERIC BERRY, Township Manager

ATTEST: _____