

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Freehold Twp COUNTY: Monmouth

RECIPIENT: Marlboro Twp COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Code Enforcement + Housing Building Inspection Services

EFFECTIVE DATE: July 11, 2016

EXPIRATION DATE: July 11, 2018

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \_\_\_\_\_

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**MUTUAL AID AGREEMENT**

**FREEHOLD TOWNSHIP & MARLBORO TOWNSHIP**

**CODE ENFORCEMENT AND HOUSING/BUILDING INSPECTION SERVICES**

THIS AGREEMENT is effective the 11<sup>th</sup> day of July, 2016 by and between Freehold Township, 1 Municipal Plaza, Freehold, NJ 07728, and Marlboro Township, 1979 Township Drive, Marlboro, NJ 07746;

WHEREAS, pursuant to NJSA 40A:65-1 et seq., a municipality may enter into agreements for shared services with another municipality to provide or receive any service that the units participating in the agreement are empowered to provide or receive within their own jurisdiction; and,

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and,

WHEREAS, the agreement must comply with the requirements of NJSA 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and,

WHEREAS, Freehold Township must provide certain administrative services related to code enforcement and housing/building inspections, as required by NJSA 52:27D-119 et seq., and the regulations promulgated pursuant thereto;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, Freehold Township and Marlboro Township do hereby agree as follows:

1. On an as-needed basis or on an extended basis as may be outlined in Appendix A, the inspectors or code officials of Freehold Township may provide services to the other municipality including, but not limited to, inspections and/or plan review.

2. Freehold Township shall be reimbursed for the provision of services at the employee's rate of pay including loaded costs and benefits, unless a specific rate is specified in Appendix A. Payments shall be due within thirty days of receipt of an invoice.

3. Pursuant to NJSA 40A:65-5, the parties shall adopt resolutions authorizing this Agreement, which shall be effective upon subsequent execution by the parties. This Agreement shall remain in full force and effect from its effective date for a period of two years, but may be terminated by either party upon thirty days written notice.

4. The contact persons for any notice required pursuant to this Agreement shall be as follows:

**Freehold Township**

Peter R. Valesi  
Township Administrator  
1 Municipal Plaza  
Freehold, NJ 07728  
732-294-2001

**Marlboro Township**

Jonathan Capp  
Township Administrator  
1979 Township Drive  
Marlboro, NJ 07746  
732-536-0200

5. In the event a dispute arises between the parties as to the terms of the Agreement or the satisfactory performance by any of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact finding procedures. The parties hereunder agree that, if such binding arbitration or binding fact finding procedures are required to settle any questions or disputes, the individuals named in the above paragraph shall mutually appoint a single arbitrator consistent with American Arbitration Association Rules.

6. Any party performing a service under this Agreement is the general agent of the other party on whose behalf the service is performed pursuant to this Agreement. Such agent shall have full powers of performance and maintenance of the service contracted for and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this Agreement, except as such powers are limited by the terms of this Agreement. No party shall be liable for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

7. In no event shall Freehold Township or Marlboro Township be liable to the other for any indirect, incidental, exemplary, punitive or other consequential damages, whether or not foreseeable, including, but not limited to, damages for the loss of data, goodwill or profits, arising out of or in relation to this Agreement, even if advised beforehand of the possibility of such liability.

8. It is hereby understood and agreed that Freehold Township and Marlboro Township shall each be responsible for the negligence of their own employees, agents or servants.

9. Freehold Township and Marlboro Township hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any employee, officer or official of Freehold Township or Marlboro Township.

10. The Inspectors performing under this Agreement shall be subject to the applicable personnel policies and practices of the Marlboro Department of Community Development and Marlboro Township.

11. Freehold Township shall issue payments to Inspectors and be responsible for all mandatory reporting to outside agencies and taxing authorities, including but not limited to the following:

- Wages and all payroll check processing and administrative costs.
  - o All other compensation including sick, vacation and personal time.
- All employer's payroll taxes and deductions including but not limited to:
  - o Federal and State income taxes.
  - o Medicare and Social Security contributions.
  - o Disability and unemployment taxes.
  - o Garnishments.
- Filing of required reports to government and taxing agencies.
- Handling of insurance and unemployment claims.
- Maintenance of personnel and payroll records.
- Generation and distribution of required tax forms to all employees including but not limited to Internal Revenue Service (IRS) Forms W-4, W-2 and I-9.

12. Freehold Township shall provide for workers compensation coverage for its employees at no additional cost to the Marlboro Township.

13. Both parties shall maintain: (a) General Liability Coverage in an amount not less than Two Million Dollars (\$2,000,000.00), (b) Automobile Liability Coverage in an amount of not less than One Million Dollars (\$1,000,000.00) and (c) Workers Compensation applicable under New Jersey State Statutes. Both parties shall maintain this insurance coverage throughout the term of this Agreement and cause the other party to be designated on said liability policies as an additional insured. Evidence of same shall be provided to each party to this Agreement. Insurance certificates shall provide for a thirty (30) day notification for any material changes or cancellation of policy(s).

14. Freehold Township shall ensure that Inspectors are drug and alcohol free and legally authorized to work in the United States of America. The cost of post-accident drug and alcohol testing required under Marlboro Township Policy shall be at Freehold Township's expense. Freehold Township shall certify to Marlboro Township that each Inspector has satisfactorily cleared a criminal background check conducted at its expense.

15. It is the duty of the Inspectors to report any accident resulting in injury and or damage to public or private property and submit to a post-accident drug and alcohol test in accordance with Marlboro Township Policy.

16. Notices given in accordance with the terms of this Agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail, or is delivered personally to either of the parties at the addresses set forth on the first page of this Agreement, or at such place as the parties may from time-to-time designate in writing. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.

17. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Agreement.

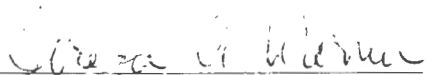
18. The covenants and agreements herein contained shall endure to the benefit of, be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto, respectively.

19. The Agreement shall be governed by and construed under the laws of the State of New Jersey.

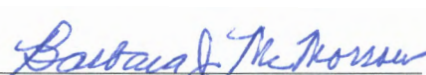
20. The provisions of the Agreement are severable, and it is the intention of the parties hereto that, if this Agreement cannot take effect in its entirety because of the final judgment of any Court or competent jurisdiction, holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect as completely as if parts held invalid had not been include therein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

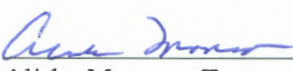
WITNESS & ATTEST

  
Teresa A. Warner, Township Clerk

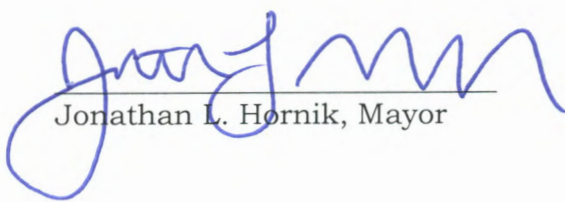
**TOWNSHIP OF FREEHOLD**

  
Barbara J. McMorrow, Mayor

WITNESS & ATTEST

  
Alida Manco, Township Clerk

**TOWNSHIP OF MARLBORO**

  
Jonathan L. Hornik, Mayor

APPENDIX A

<u>Employee</u>	<u>Rate</u>
John DePinto (Freehold Township)	\$21.00/hour

<u>Employee</u>	<u>Overtime Rate (in excess of 40 hours worked)</u>
John DePinto (Freehold Township)	\$31.50/hour