

SHARED SERVICES AGREEMENT

**EMERGENCY MANAGEMENT AND DEPUTY
EMERGENCY MANAGEMENT COORDINATORS**

THIS SHARED SERVICES AGREEMENT, is made on this 1 day of

January, 2018 by and between:

THE BOROUGH OF NETCONG,
a municipal corporation of the State of
New Jersey, with offices at 23 Maple Avenue,
Netcong, New Jersey, 07875,

(Hereinafter, "Netcong"),

and

THE BOROUGH OF STANHOPE,
a municipal corporation of the State of
New Jersey, with offices at 77 Main Street,
Stanhope, New Jersey, 07874

(Hereinafter, "Stanhope").

W I T N E S S E T H:

WHEREAS, Netcong currently employs the services of Emergency Management and Deputy Emergency Management Coordinators pursuant to N.J.S.A., App. A:9-40.1 *et seq.*, and

WHEREAS, N.J.S.A. App. A:9-40.1 permits municipalities to enter into shared services agreements pursuant to N.J.S.A. 40A:65-1 *et seq.* to allow Emergency Management and Deputy Emergency Management Coordinators to serve two or more municipalities jointly; and

WHEREAS, Stanhope desires to contract with Netcong for the furnishing of the services of Emergency Management and Deputy Emergency Management Coordinators for a period of three (3) years pursuant to N.J.S.A. App. A:9-40.1 *et seq.* and N.J.S.A. 40A:65-1 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Netcong and Stanhope hereby agree as follows:

1. Netcong shall, pursuant to N.J.S.A. App. A:9-40.1 et seq. designate the Netcong Emergency Management to jointly serve as Emergency Management Coordinator for Stanhope.

2. The Emergency Management Coordinator rendering service to Stanhope shall be required to complete all training and fulfill all duties required by New Jersey Law for the position of municipal Emergency Management Coordinator, including the planning, activating, coordinating, and conduct of emergency management operations within Stanhope as well as participation in all required activities with the Counties of Morris and Sussex and State of New Jersey.

3. This Agreement shall remain in effect for a period of three (3) years terminating on December 31, 2020, unless terminated sooner by either party as specifically authorized herein. Both Netcong and Stanhope retain the right to terminate this Agreement early by giving sixty (60) days written notice, delivered to the other party at their respective Municipal Buildings. Although the parties may negotiate successive agreements for the provision of continued Emergency Management services, this Agreement shall automatically terminate at the end of the three (3) year period, with or without notice from either of the parties.

4. Stanhope shall be responsible for and shall pay Netcong fifty percent (50%) of the salary of the Emergency Management Coordinator for the services provided pursuant to this Agreement. The 2018 salaries of the Emergency Management Coordinator will be \$6,361.00. Stanhope shall pay its share of the 2018 salary for the Emergency Management Coordinator (\$3,180.50) to Netcong within sixty (60) days of the execution of this Agreement. Stanhope may at its own choosing and expense appoint a Deputy Emergency Management Coordinator. The

Netcong and Stanhope Administrators shall meet prior to the end of each year covered under this contract to jointly propose a salary increase for the Emergency Management Coordinator, which will not exceed two percent (2%) annually. Stanhope shall pay Netcong its fifty percent (50%) share of the salaries on or before April 1 of each succeeding year of this Agreement.

5. During the term of this Agreement, should Stanhope require the services of the Emergency Management Coordinator for more than One Hundred and Fifty (150) hours, Stanhope shall pay Netcong the sum of Thirty-Five Dollars (\$35.00) for each additional hour worked.

6. During the term of this Agreement, Netcong shall provide worker's compensation insurance coverage and public official liability coverage for the Emergency Management and Deputy Emergency Management Coordinators rendering service to Stanhope.

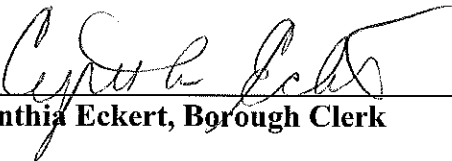
7. Netcong and Stanhope further agree that each party will indemnify and hold the other harmless from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts, errors or omissions of that party or that party's agents, officers, employees or assigns, arising out of the provision of services set forth in this Agreement, provided it is determined by a Court of competent jurisdiction that the one party is solely responsible for such liability. In the event it is determined by said Court that both parties are responsible for such liability, then each party's liability shall be that level of proportional liability determined by the Court.

8. Pursuant to the mandate of N.J.S.A. App. A:9-40.1, Stanhope shall notify the State Emergency Management Coordinator that Netcong and Stanhope have entered into this Agreement.

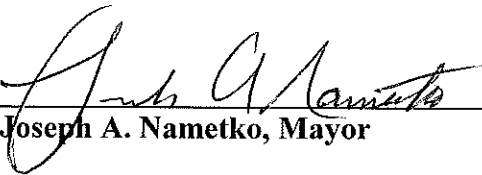
IN WITNESS WHEREOF, Netcong and Stanhope have executed this Agreement on the day and year first above written:

FOR THE BOROUGH OF NETCONG:

WITNESS:


Cynthia Eckert, Borough Clerk

BOROUGH OF NETCONG


By: 
Joseph A. Nametko, Mayor

FOR THE BOROUGH OF STANHOPE:

WITNESS:


Ellen Horak, Borough Clerk

BOROUGH OF STANHOPE

By: 
Rosemarie Maio, Mayor