

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: BOROUGH of COLLINGSWOOD COUNTY: CAMDEN

RECIPIENT: BOROUGH of OAKLYN COUNTY: CAMDEN

BRIEF DESCRIPTION OF SERVICE:

Electrical, Plumbing & Fire Subcode Inspectors

EFFECTIVE DATE: 1-1-14

EXPIRATION DATE: 12-31-17

Please submit this cover sheet with shared service agreement either via email to 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.

**A SHARED SERVICES AGREEMENT BY AND BETWEEN
THE BOROUGH OF OAKLYN AND BOROUGH OF
COLLINGSWOOD RELATIVE TO THE SERVICES OF AN
ELECTRICAL, PLUMBING AND FIRE SUBCODE
INSPECTORS BY AND FOR THE BOROUGH OF OAKLYN**

THIS DOCUMENT constitutes a Shared Services Agreement, pursuant to Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., entered into by and between the Borough of Oaklyn, a body politic and corporate of the State of New Jersey with offices located at 500 White Horse Pike, Oaklyn, New Jersey 08107 (Oaklyn), and the Borough of Collingswood, a body politic and corporate of the State of New Jersey with offices located at 678 Haddon Avenue, Collingswood, New Jersey 08108 (Collingswood). The date of the execution of this Agreement is the 8 day of July, 2014.

W I T N E S S E T H

WHEREAS, the Borough of Oaklyn (hereinafter "Oaklyn") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Borough of Collingswood is a municipal entity organized under the laws of the State of New Jersey and located in Camden County ("Collingswood"); and

WHEREAS, the Borough of Collingswood has in its employ a certain individuals qualified and duly licensed by the State of New Jersey, and appointed by Collingswood, as the Electrical, Plumbing and Fire Subcode Inspectors for the Borough of Collingswood; and

WHEREAS, Collingswood has agreed to permit these individuals to act as the Electrical, Plumbing and Fire Subcode Inspectors in Oaklyn in addition to the duties assigned to these individuals by Collingswood as an employees of Collingswood; and

WHEREAS, Oaklyn has agreed to pay to the Collingswood the total sum of Fifteen Thousand Dollars (\$15,000.00) per annum for four (4) years commencing on January 1, 2014, to be allocated as follows: Electrical Inspector (\$6,000.00), Plumbing Electrical Inspector (\$6,000.00) and Fire Subcode Inspector (\$3,000.00). These amounts are to be paid in accordance with the payment schedule set forth below; and

WHEREAS, Oaklyn and Collingswood intend by virtue of this document to set forth the terms and conditions of this Agreement; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective Councils, attached hereto and made a part of this Agreement; and

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

1. TERM

This agreement shall be for a period of four (4) years commencing on the January 1, 2014, and terminating on December 31, 2017. This Agreement shall be cancelable at the end of any calendar year or upon sixty (60) days written notice by any party to this Agreement.

2. ELECTRICAL, PLUMBING AND FIRE SUBCODE INSPECTORS

The appropriate employees of the Collingswood shall perform all of the duties of the Electrical, Plumbing and Fire Subcode Inspectors in the Borough of Oaklyn. Oaklyn shall provide these employees a suitable office and equipment necessary to perform said task. Collingswood shall advise Oaklyn of the days and hours that its employees will serve in Oaklyn in order to complete all duties required of a Electrical, Plumbing and Fire Subcode Inspectors during the term of this engagement.

3. ALLOCATION OF PAYMENTS

Oaklyn shall pay to the Borough of Collingswood the sum of Fifteen Thousand Dollars (\$15,000.00) per annum, in equal quarterly payments of Three Thousand, Seven Hundred, Fifty Dollars (\$3,750.00) per quarter in the respective calendar year. Payments are to be made within fifteen (15) days of receipt of a voucher from the Borough of Collingswood. This figure is inclusive of salary and costs that are related to this employment.

It is acknowledged by Collingswood and Oaklyn that it is the intention of the parties that Collingswood shall not incur any additional costs either by way of salary, fringe benefits or any other costs associated with the implementation with this Agreement. Accordingly, the parties agree that on or before January 31 of each year, the Borough Clerks and/or Treasurers, together with the Municipal Accountants, shall review the expenditures made by Collingswood and the payments made by Oaklyn to determine whether or not the payments made, reimburse Collingswood for all costs and expenses. In the event that the expenses incurred by Collingswood do not equal the payments made

by Oaklyn, than an appropriate adjustment will be made by the respective Borough.

4. EMPLOYMENT STATUS

It is acknowledged by Oaklyn and the Collingswood that at all times relevant herein, the individuals performing work in the Borough of Oaklyn under this Agreement shall not be employees of Oaklyn, but in fact shall be employees of Collingswood and any payments made hereunder by Oaklyn to Collingswood shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

5. AUDIT

Pursuant to the Single Audit Act of 1984, Collingswood and Oaklyn agrees to permit each other and/or their agents to examine any and all records relevant to this agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this agreement.

6. INDEMNIFICATION

Oaklyn shall indemnify, hold harmless and defend Collingswood, 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 or property damage, arising out of or connected with the performance of the services under this agreement.

Collingswood shall indemnify, hold harmless and defend Oaklyn, 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 or 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 certified mail, return receipt requested for the Borough of Collingswood to the Borough Clerk, Borough of Collingswood, 678 Haddon Avenue, Collingswood, NJ 08108; and for the Borough of Oaklyn to the Borough Clerk, Borough of Oaklyn, 500 White Horse Pike, Oaklyn, New Jersey 08107.

8. 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 references only and shall not affect the meaning and interpretation of this 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 Collingswood'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 the 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 the enforcement of any of the 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 on the fact of this agreement.

THE BOROUGH OF COLLINGSWOOD

BY: _____


M. JAMES MALEY, JR., MAYOR

ATTEST:

K. Kelly Marnul
BOROUGH CLERK

Dated: 7-10-2014

THE BOROUGH OF OAKLYN

BY: 
ROBERT FORBES, MAYOR

ATTEST:


BONNIE L. TATT, BOROUGH CLERK

Dated: 7-8-14