

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

PROVIDER: Township of Robbinsville

COUNTY Mercer

RECIPIENT: Borough of Allentown

COUNTY Monmouth

BRIEF DESCRIPTION OF SERVICE:

To provide a licensed Uniform Fire Official to perform inspections, licenses and enforce uniform fire code as required within Borough limits

EFFECTIVE DATE: 01/01/2014

EXPIRATION DATE: 12/31/2014

Please submit this cover sheet with shared service agreement either via e-mail 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 08628-803. Mailed correspondence should be sent to the attention of Shared Services

**SHARED SERVICES AGREEMENT FOR
UNIFORM FIRE OFFICIAL SERVICES**

THIS SHARED SERVICES AGREEMENT, made this 6th day of January, 2014 by and between:

THE TOWNSHIP OF ROBBINSVILLE, a municipal corporation located in the County of Mercer, State of New Jersey, with principal offices located at 1 Washington Boulevard, Robbinsville, New Jersey 08691, hereinafter referenced as the "Provider;" and

THE BOROUGH OF ALLENTOWN, a municipal corporation located in the County of Monmouth, State of New Jersey, with principal offices located at Eight North main Street Allentown, NJ 08501, hereinafter referenced as the "Recipient."

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Recipient is in need of the services of licensed personnel in order to perform Uniform Fire Official duties pursuant to the Uniform Fire Code Act (also referenced as the "services") within the Recipient's jurisdiction; and

WHEREAS, the Provider is willing to assist the Recipient by permitting its personnel to provide the services to the Recipient; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Provider and the Recipient (collectively, the "parties") have negotiated an Agreement for the shared provision of the services within their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, WITNESSETH, the Provider and the Recipient, for the consideration hereafter named, hereby agree as follows:

ARTICLE I: SCOPE OF SERVICES.

A. SERVICES TO BE PERFORMED.

The Provider shall furnish to the Recipient the services of licensed personnel in order to perform Fire Official duties pursuant to the Uniform Fire Code Act within the Recipient's jurisdiction. The personnel to be provided shall include a Fire Official and Fire Inspector (collectively, the "personnel"), who shall serve as the local enforcement agents of the Recipient pursuant to the Uniform Fire Code Act. Among other things, the Fire Official/Inspector

provided pursuant to this Agreement will assist the Recipient with the preparation of Requests for Proposals and shall supervise the hiring of such additional subordinate staff as shall be deemed necessary by the Recipient. Any such subordinate staff hired directly by the Recipient shall be the employees of the Recipient and shall not be subject to the provisions of Article III below.

B. DESIGNATION AS GENERAL AGENT.

The Provider is hereby designated the agent of the Recipient for the provision of the services.

C. HOURS OF OPERATION.

The Provider shall provide the services to the Recipient on an as needed basis. The services shall be performed both "on-site" (i.e., through the Recipient's Municipal Offices) as well as out of the Municipal Offices of the Provider. The specific days and the exact hours of on-site services of the personnel shall be determined by mutual agreement of the Provider's Township Administrator and the Recipient's Mayor. In the event that the Recipient requests that the personnel perform services that are outside the scope of normal duties, then the Recipient shall reimburse the Provider for all costs associated with the performance of such services, including any applicable overtime charges.

ARTICLE II: CONSIDERATION.

A. COMPENSATION.

In consideration for the services to be rendered, the Recipient shall pay to the Provider the sum of \$506.94 per month (not to exceed month), payable monthly, from 1/1/14 during term of this agreement. This sum shall represent payment of salary and benefits for the personnel, which shall be paid through the Provider. Such sum shall also be deemed to include payment for the use of any vehicle(s) owned by the Provider personnel that are used in connection with delivering the services to the Recipient.

B. REIMBURSEMENT OF COSTS.

The Recipient also agrees to reimburse the Provider for reasonable out of pocket costs incurred by the personnel that are directly related to the services provided hereunder.

ARTICLE III: AUTHORITY OVER PERSONNEL.

COMPLAINTS.

Any complaints related to the services provided to the Recipient shall be handled per the Recipient's procedures. However, the Provider's Township Administrator requests to be informed of complaints in a timely manner.

ARTICLE IV: INSURANCE.

A. INSURANCE.

During the term of this Agreement, the Recipient shall add the Provider and the personnel to its general liability insurance policies, as well as to all other applicable insurance policies, for coverage.

B. ADDITIONAL INSURED.

The parties agree to name each other as an additional insured's on any and all applicable insurance policies. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage(s) and naming the other as additional insured promptly upon the execution of this Agreement.

C. CANCELLATION OR CHANGES TO POLICIES.

Each party agrees to provide the other party with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of material changes to said policies.

ARTICLE V: MAINTENANCE OF RECORDS.

All records relating to the services performed on behalf of the Recipient shall be maintained in the Municipal Offices of the Recipient. A copy of such records will be supplied to the Provider at the request of the Provider's Township Administrator, or his/her designee.

ARTICLE VI: DURATION OF CONTRACT; TERMINATION; MODIFICATION; DISPUTES.

A. DURATION.

The duration of this Agreement shall endure until December 31, 2014 notwithstanding the foregoing, by Resolutions of Agreement by both parties, this Agreement may be extended.

B. TERMINATION.

1. This Agreement may be terminated at any time upon mutual Agreement of the Parties; however, unless otherwise agreed to by the parties, such termination shall not become effective for a minimum of three (3) months following the adoption of Resolutions by both governing bodies authorizing the termination.
2. Either party may terminate this Agreement at any time and for any reason upon giving the other party three (3) months advance written notice of its intent to terminate.
3. In the event that either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default

within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement.

C. MODIFICATION.

This Agreement may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

D. DISPUTES.

Pursuant to N.J.S.A. 40:8A-6(b), the parties agree that any disputes which may arise between them relating to the services to be provided under this Agreement shall be referred to binding arbitration, if the parties are not able to resolve such disputes between themselves. The parties agree to split the costs related to such binding arbitration equally between them.

ARTICLE VII: INDEMNIFICATION; HOLD HARMLESS.

The Recipient shall indemnify and hold the Provider, its officers, employees and agents, harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, so long as the actions upon which the demand or claim, or assertion of liability, are founded were performed in the course of carrying out official duties on behalf of the Recipient, and were not out of the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or a criminal act.

Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person.

ARTICLE VIII: CHOICE OF LAW.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

ARTICLE IX: ENTIRE AGREEMENT.

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

ARTICLE X: SEVERABILITY.

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

ARTICLE XI: WAIVER.

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at

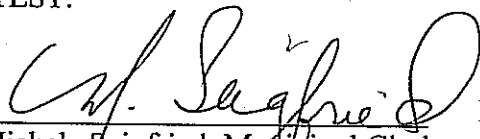
any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

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

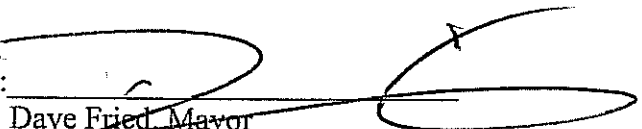
ATTEST:

THE TOWNSHIP OF ROBBINSVILLE

By:


Michele Seigfried, Municipal Clerk

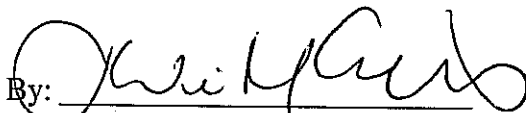
By:


Dave Fried, Mayor

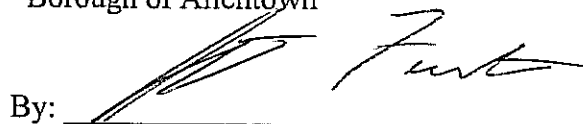
ATTEST:

Borough of Allentown

By:


Julie Martin, Borough Clerk

By:


Stuart Fierstein, Mayor