

**R20-19**

**A SHARED SERVICES AGREEMENT BY AND  
BETWEEN THE BOROUGH OF MERCHANTVILLE  
AND THE TOWNSHIP OF PENNSAUKEN RELATIVE  
TO THE SERVICES OF A FIRE SUB-CODE OFFICIAL  
BY AND FOR THE BOROUGH OF MERCHANTVILLE**

**THIS DOCUMENT** constitutes an Shared Services Agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, New Jersey 08109 (Merchantville), and the Township of Pennsauken, a body politic and corporate of the State of New Jersey with offices located at 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110 (Pennsauken). The date of the execution of this Agreement is the 13<sup>th</sup> day of January 2020.

**W I T N E S S E T H**

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

**WHEREAS**, the Township of Pennsauken (hereinafter “Pennsauken”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the Township of Pennsauken has in its employ a certain individual known as Gary R. Burgin who has been appointed by Pennsauken as the Fire Sub-Code Official for the Township of Pennsauken; and

**WHEREAS**, Burgin is a licensed Fire Sub-Code Official in the State of New Jersey pursuant to N.J.S.A. 52:27D-119 (“Fire Sub-Code”) and the regulations promulgated thereunder (“Regulations”); and

**WHEREAS**, Pennsauken has agreed to permit Burgin to act as the Fire Sub-Code Official in the Borough of Merchantville in addition to the duties assigned by Pennsauken to Burgin as an employee of Pennsauken; and

**WHEREAS**, Merchantville has agreed to pay Pennsauken the sum of Two Thousand, Four Dollars (\$2,400.00) per year for thirty-six (36) months commencing January 13, 2020 and terminating on December 31, 2022, to be paid in accordance with the payment schedule set forth below; and

**WHEREAS**, Merchantville and Pennsauken 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 Interlocal 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 for thirty six (36) months commencing January 13, 2020 and terminating on December 31, 2022, shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

**2. FIRE SUB-CODE OFFICIAL**

Burgin shall perform all of the duties of the Fire Sub-Code Official in the Boroughs of Merchantville and Pennsauken, who shall provide to Burgin a suitable office and equipment necessary to perform said task. Burgin shall advise Merchantville and Pennsauken, respectively, of the days and hours that he will serve in Merchantville and Pennsauken, respectively, in order to complete all duties required of a Fire Sub-Code Official during the term of this engagement.

**3. ALLOCATION OF PAYMENTS**

Merchantville shall pay to Pennsauken the sum of Two Thousand, Four Hundred Dollars (\$2,400.00) by payment of four quarters per year. This figure is inclusive of all costs which are related to this Agreement.

**4. EMPLOYMENT STATUS**

It is acknowledged by Merchantville, Pennsauken and Burgin that Burgin shall not be an employee of Merchantville, but in fact shall be an employee of Pennsauken and any payments made hereunder by Merchantville to Pennsauken shall be deemed in the nature of third party payments by these municipalities on a “vendor” basis.

Merchantville and Pennsauken herein acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Burgin during the term of this Agreement. The parties, at their option, shall either replace Burgin immediately with a licensed Fire Sub-Code Official in the State of New Jersey acceptable to all parties or

any or all of the parties may seek any other means of replacement consistent with the laws of the State of New Jersey.

**5. AUDIT**

Pursuant to the Single Audit Act of 1984, Pennsauken agrees to permit Merchantville and/or its 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**

Merchantville shall indemnify, hold harmless and defend Pennsauken, 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.

Pennsauken shall indemnify, hold harmless and defend Merchantville, 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 Township of Pennsauken to the Township Clerk, Township of Pennsauken, 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110; and for the Borough of

Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

**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 reference 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 Pennsauken's prior written permission.

**G. 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.

**H. 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.

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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 on behalf of the Township of Pennsauken.

**THE TOWNSHIP OF PENNSAUKEN**

**BY:** \_\_\_\_\_  
**, Township Administrator**

**ATTEST:**

\_\_\_\_\_  
**, Township Clerk**

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 on behalf of the Borough of Merchantville.

**THE BOROUGH OF MERCHANTVILLE**

**BY:** \_\_\_\_\_  
**EDWARD F. BRENNAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**DENISE BROUSE, Borough Clerk**

I certify the above to be a true copy of a resolution adopted by the Mayor and Council of the Borough of Merchantville on January 13, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Denise Brouse, R.M.C., Borough Clerk