

**R15-89**  
**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 \_\_\_\_\_ day of August, 2015.

**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 Three Thousand, Four Dollars (\$3,400.00) for seventeen (17) months commencing August 1, 2015 and terminating on December 31, 2016, 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 seventeen (17) months commencing August 1, 2015 and terminating on December 31, 2016, 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 Three Thousand, Four Hundred Dollars (\$3,400.00) by payment of Four Hundred (\$400.00) Dollars on September 1, 2015 for August and September of 2015, and thereafter in equal payments of Six Hundred Dollars (\$600.00), due on December 1, 2015, March 1, 2016, June 1, 2016, September 1, 2016 and December 1, 2016. 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. 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.

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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:** \_\_\_\_\_  
**EDWARD GROCHOWSKI, Township Administrator**

**ATTEST:**

\_\_\_\_\_  
**GENE PADALINO, 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**

**P.L. 1975, C. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this Agreement, the attorney agrees as follows:

The attorney or attorneys, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The attorney will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The attorney or attorneys, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The attorney or attorneys, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the attorney's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The attorney or attorneys, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The attorney or attorneys agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The attorney or attorneys agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The attorney or attorneys agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The attorney or attorneys agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The attorney and its attorneys shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).