

R18-37

A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF MT. EPHRAIM RELATIVE TO THE SERVICES OF A BUILDING INSPECTOR AND BUILDING 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 Borough of Mt. Ephraim, a body politic and corporate of the State of New Jersey with offices located at 121 S. Black Horse Pike, Mt. Ephraim, New Jersey 08059 (Mt. Ephraim). The date of the execution of this Agreement is the 12th day of March, 2018.

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 Borough of Mt. Ephraim (hereinafter “Mt. Ephraim”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Borough of Mt. Ephraim has in its employ Stephen Beach (hereinafter “Beach”), an individual qualified and duly licensed by the State of New Jersey, and appointed by Mt. Ephraim, as the Building Inspector and Building Sub-Code Official for the Borough of Mt. Ephraim; and

WHEREAS, Mt. Ephraim has agreed to permit Beach to act as the Building Inspector and Building Sub-Code Official in the Borough of Merchantville in addition to the duties assigned to him by Mt. Ephraim as an employee of Mt. Ephraim; and

WHEREAS, Merchantville has agreed to pay Mt. Ephraim the sum of Four Thousand, Eight Hundred, Seventy-five Dollars (\$4,875.00), inclusive of any and all other associated costs and expenses, for nine (9) Months commencing April 1, 2018, for the services of Beach as the Building Inspector and Building Sub-Code Official in the Borough of Merchantville; and

WHEREAS, Merchantville and Mt. Ephraim 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 nine (9) months commencing on April 1, 2018 and terminating on December 31, 2018, and shall be cancelable upon sixty (60) days written notice by any party to this Agreement.

2. BUILDING INSPECTOR AND BUILDING SUB-CODE OFFICIAL

Beach shall perform all of the duties of the Building Inspector and Building Sub-Code Official in the Borough of Merchantville. Merchantville shall provide Beach a suitable office

and equipment necessary to perform said task. Mt. Ephraim shall advise Merchantville of the days and hours Beach will serve in Merchantville in order to complete all duties required of a Building Inspector and Building Sub-Code Official during the term of this engagement.

3. ALLOCATION OF PAYMENTS

During the term of this Agreement, Merchantville shall pay to Mt. Ephraim the sum of Four Thousand, Eight Hundred, Seventy-five Dollars (\$4,875.00), inclusive of any and all other associated costs and expenses, in equal payments of One Thousand, Six Hundred, Twenty-five Dollars (\$1,625.00), due on June 30, 2018, September 30, 2018 and December 30, 2018. Payments are to be made within fifteen (15) days of receipt of a voucher from Mt. Ephraim. This figure is inclusive of salary and costs which are related to this employment.

4. EMPLOYMENT STATUS

It is acknowledged by Merchantville and Mt. Ephraim that at all times relevant herein, that while performing the work in the Borough of Merchantville under this Agreement, Beach shall not be an employee of Merchantville but, in fact, shall be employee of Mt. Ephraim and any payments made hereunder by Merchantville to Mt. Ephraim 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, Mt. Ephraim 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 Mt. Ephraim, 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.

Mt. Ephraim 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 Borough of Mt. Ephraim to the Borough Clerk, Borough of Mt. Ephraim, 121 S. Black Horse Pike, Mt. Ephraim, New Jersey 08059; 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 Mt. Ephraim'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.

THE BOROUGH OF MT. EPHRAIM

BY: _____
JOSEPH E. WOLK, Mayor

ATTEST:

TERRY SHANNON, BOROUGH CLERK

THE BOROUGH OF MERCHANTVILLE

BY: _____
EDWARD F. BRENNAN, Mayor

ATTEST:

DENISE BROUSE, BOROUGH CLERK

PROCUREMENT AND SERVICE CONTRACT - MANDATORY LANGUAGE

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 contract, the contractor agrees as follows:

The contractor or subcontractor, 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 contractor 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 contractor 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 contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 contractor or subcontractor, 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, 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 contractor or subcontractor 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 contractor or subcontractor 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 contractor or subcontractor 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 contractor or subcontractor 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 contractor and its subcontractors 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).