

**R18-47**

**A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF BROOKLAWN RELATIVE TO THE SERVICES OF AN ELECTRICAL 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 Brooklawn, a body politic and corporate of the State of New Jersey with offices located at 301 Christiana Street, Brooklawn, New Jersey 08030 (Brooklawn). The date of the execution of this Agreement is the \_\_\_\_ 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 Brooklawn (hereinafter “Brooklawn”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the Borough of Brooklawn has in its employ a certain individual known as Mark Laggy who has been appointed by Brooklawn as the Electrical Sub-Code Official for the Borough of Brooklawn; and

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

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

**WHEREAS**, Merchantville has agreed to pay Brooklawn the sum of Four Thousand, Four Hundred, Fifty-eight Dollars (\$4,458.00) for twelve (12) months commencing February 1, 2018, to be paid in accordance with the payment schedule set forth below; and

**WHEREAS**, Merchantville and Brooklawn 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 twelve (12) months commencing on February 1, 2018, shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

**2. ELECTRICAL SUB-CODE OFFICIAL**

Laggy shall perform all of the duties of the Electrical Sub-Code Official in the Boroughs of Merchantville and Brooklawn, who shall provide to Laggy a suitable office and

equipment necessary to perform said task. Laggy shall advise Merchantville and Brooklawn, respectively, of the days and hours that he will serve in Merchantville and Brooklawn, respectively, in order to complete all duties required of an Electrical Sub-Code Official during the term of this engagement.

### **3. ALLOCATION OF PAYMENTS**

Merchantville shall pay to Brooklawn the sum of the sum of Four Thousand, Four Hundred, Fifty-eight Dollars (\$4,458.00) in equal payments of One Thousand, One Hundred, Fourteen Dollars and Fifty Cents (\$1,114.50), due on March 15, June 15, September 15 and December 15 of the calendar year that this Agreement is in effect. Payments are to be made within fifteen (15) days of receipt of a voucher from Brooklawn. This figure is inclusive of salary and costs which are related to this employment.

### **4. EMPLOYMENT STATUS**

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

Merchantville and Brooklawn herein acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Laggy during the term of this Agreement. The parties, at their option, shall either replace Laggy immediately with a licensed Electrical 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, Brooklawn 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 Brooklawn, 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.

Brooklawn 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 Brooklawn to the Borough Clerk, Borough of Brooklawn, 301 Christiana Street, Brooklawn, New Jersey 08030; 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 Brooklawn'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 BROOKLAWN**

**BY:** \_\_\_\_\_  
**THERESA M. BRANELLA, Mayor**

**ATTEST:**

\_\_\_\_\_  
**RYAN GILES, BOROUGH CLERK**

**THE BOROUGH OF MERCHANTVILLE**

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

**ATTEST:**

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**DENISE BROUSE, BOROUGH CLERK**