

**R18-59**

**A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF COLLINGSWOOD RELATIVE TO THE SERVICES OF A CONSTRUCTION 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 Collingswood, a body politic and corporate of the State of New Jersey with offices located at 678 Haddon Avenue, Collingswood, New Jersey 08108 (Collingswood). The date of the execution of this Agreement is the \_\_\_\_ day of April, 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 Collingswood (hereinafter “Collingswood”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the Borough of Collingswood has in its employ William Fisher (hereinafter “Fisher”), an individual qualified and duly licensed by the State of New Jersey,

and appointed by Collingswood, as the Construction Code Official for the Borough of Collingswood; and

**WHEREAS**, Collingswood has agreed to permit Fisher to act as the Construction Code Official in the Borough of Merchantville in addition to the duties assigned to him by Collingswood as an employee of Collingswood; and

**WHEREAS**, Merchantville shall pay to Collingswood the sum of Four Thousand, Eight Hundred, Seventy-five Dollars (\$4,875.00) for nine (9) months commencing April 1, 2018, for the services of Fisher as the Construction Code Official in the Borough of Merchantville; and

**WHEREAS**, Merchantville and Collingswood 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. CONSTRUCTION CODE OFFICIAL**

Fisher shall perform all of the duties of the Construction Code Official in the Borough of Merchantville. Merchantville shall provide Fisher a suitable office and equipment

necessary to perform said task. Collingswood shall advise Merchantville of the days and hours Fisher will serve in Merchantville in order to complete all duties required of a Construction Code Official during the term of this engagement.

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

During the term of this Agreement, Merchantville shall pay to Collingswood the sum of Four Thousand, Nine Hundred, Ninety-five Dollars (\$4,875.00), together with 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 Collingswood. This figure is inclusive of salary and costs which are related to this employment.

### **4. EMPLOYMENT STATUS**

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

Collingswood 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 Collingswood to the Borough Clerk, Borough of Collingswood, 678 Haddon Avenue, Collingswood, New Jersey 08108; 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 Collingswood'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.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**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 COLLINGSWOOD**

**BY:** \_\_\_\_\_  
**M. JAMES MALEY, JR., Mayor**

**ATTEST:**

\_\_\_\_\_  
**HOLLY MANNEL, BOROUGH CLERK**

**THE BOROUGH OF MERCHANTVILLE**

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

**ATTEST:**

\_\_\_\_\_  
**DENISE BROUSE, BOROUGH CLERK**

**April 9, 2018**

**CERTIFICATION**

I, Denise Brouse, Municipal Clerk for the Borough of Merchantville, hereby certify this to be a true copy of a resolution approved at the council meeting held April 9, 2018.

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April 9, 2018

**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, upgrading, 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).