

RESOLUTION NO. 2016-74

**AUTHORIZING MUNICIPAL ASSISTANCE/SHARED
SERVICES AGREEMENT WITH COUNTY OF MONMOUTH**

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units, such as the Township of Aberdeen, to enter into shared services agreements with other local units; and

WHEREAS, the County of Monmouth, a local unit, has offered to provide municipal assistance/shared services to the Township of Aberdeen and

WHEREAS, it is in the best interest of the Township of Aberdeen to enter into the proposed Municipal Assistance/Shared Services Agreement with the County of Monmouth.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Aberdeen, County of Monmouth, State of New Jersey that it hereby authorizes the Mayor and Municipal Clerk to execute the attached Municipal Assistance/Shared Services Agreement with the County of Monmouth.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a certified copy of this Resolution, along with the executed Municipal Assistance/Shared Services Agreement, to the Clerk of the Board of Chosen Freeholders, County of Monmouth, Hall of Records, 1 East Main Street, Freehold, New Jersey 07728.

BE IT FURTHER RESOLVED that a certified copy of this Resolution, along with a copy of the Municipal Assistance/Shared Services Agreement, shall be forwarded to the Director of Public Works, Qualified Purchasing Agent and Director of Finance.

**SHARED SERVICES AGREEMENT
BETWEEN THE
COUNTY OF MONMOUTH (“COUNTY”)
AND THE**

Municipality (the “Municipality”)

The County and the municipality enter into this agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.).

IT IS AGREED:

1. **Services Offered.** The County will offer shared services listed on Exhibit “A” to the municipality.
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit “A” from time to time, upon written notice to the municipality.
3. **Request for Service.** The Board will initiate a request for service by submitting a Request Form to the County.
4. **Cost of Services.** For those items on Exhibit “A” for which a fixed cost is not set, the estimated cost to the Board will be determined by the County in advance and shall be subject to the approval of the municipality prior to the services being rendered.
5. **Payment of Reasonable Cost.** In the event that the municipality requests a service and prior approval of the cost has not been obtained, whether because of an emergency or some other reason, and the County provides the requested service, the municipality agrees to pay the County the reasonable cost of the service, with the understanding that the County will receive reimbursement for the County’s costs in providing the service, including the cost of goods, expendables, labor and administrative costs.
6. **No Obligation by Board.** The municipality is under no obligation to utilize any services offered by the County.
7. **No Obligation by County.** The County is under no obligation to provide a service requested by the municipality if the County is not then in a position to honor the request.
8. **Workmanlike Services.** The County will render services to the municipality in a workmanlike manner.

9. **Care Required.** The County will exercise ordinary care in rendering services to the municipality.
10. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which the municipality avails itself of the services available.
11. **Effective Dates.** This agreement shall be in effect from the date of its execution by both parties until September 30, 2018, unless sooner terminated by either party.
12. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
13. **County's Representative.** The County's Administrator or its Director of _____, or his/her respective designee, will act on behalf of the County with regard to the services available to the municipality, the cost thereof and commitment to provide requested services.
14. **Board's Representative.** The municipality [indicate one or more authorized representative] () Administrator, () Public Works Director or () _____, or his/her respective designee, will act on behalf of the municipality with regard to a request for services from the County and approval of cost estimates provided by the County.
15. **Payment of Invoices.** The municipality will pay the County for services rendered under this agreement within thirty (30) days of the County's invoice for those services. If the municipality disputes a County invoice, the municipality will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.
16. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
17. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.

18. Authority to Execute Agreement. The execution of this agreement has been duly authorized by the County and the municipality.

In Witness Whereof, the parties have executed this agreement.

County:

COUNTY OF MONMOUTH

Municipality:

X

Gary J. Rich, Sr.

Title: Freeholder Director

Date:

BY:

Title:

Date:

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board