

**MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the “COUNTY”)
AND
THE BOROUGH OF RED BANK (the “LOCAL GOVERNMENT ENTITY”)**

The County and the Local Government Entity enter into this agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act (*N.J.S.A. 40A:65-1 et seq.*).

IT IS AGREED:

1. **Services Offered.** The County will offer the municipal assistance/shared services listed on Exhibit “A” to the Local Government Entity.
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit “A” from time to time, upon written notice to the Local Government Entity.
3. **Request for Service.** The Local Government Entity 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 Local Government Entity will be determined by the County in advance and shall be subject to the approval of the Local Government Entity prior to the services being rendered.
5. **Payment of Reasonable Cost.** In the event that the Local Government Entity 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 Local Government Entity 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 Local Government Entity.** The Local Government Entity 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 Local Government Entity if the County is not in a position to honor the request.
8. **Workmanlike Services.** The County will render services to the Local Government Entity in a workmanlike manner.
9. **Care Required.** The County will exercise ordinary care in rendering services to the Local Government Entity.

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 Local Government Entity avails itself of the services available.
11. **Effective Dates.** This agreement shall be in effect for a ten (10) year period from October 1, 2018 until September 30, 2028.
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 Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the services available to the Local Government Entity, the cost thereof and commitment to provide requested services.
14. **Local Government Entity's Representative.** The Local Government Entity's Mayor or Business Administrator, or his/her respective designee, will act on behalf of the Local Government Entity with regard to a request for services from the County and approval of cost estimates provided by the County.
15. **Payment of Invoices.** The Local Government Entity will pay the County for services rendered under this agreement within thirty (30) days of the County's invoice for those services. If the Local Government Entity disputes a County invoice, the Local Government Entity 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 governing bodies of the County and the Local Government Entity.

19. **Choice of Law.** This agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
20. **Filing of Agreement.** Monmouth's Clerk of the Board shall file a fully executed copy of this agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with *N.J.S.A. 40A:65-4(b)*.
21. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
22. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: Elizabeth.perez@co.monmouth.nj.us
Fax:

To the Local Government Entity:

Business Administrator Ziad Shehady
Borough of Red Bank
90 Monmouth Street
Red Bank, NJ 07701

Or to such other address or individual as any party may from time to time notify the other.

In Witness Whereof, the parties have executed this agreement.

ATTEST:

COUNTY OF MONMOUTH

Name: MARION MASNICK
Title: Clerk of the Board

By: _____
Name: THOMAS A. ARNONE
Title: Freeholder Director

LOCAL GOVERNMENT ENTITY

WITNESS OR ATTEST:

Borough of Red Bank

Name (Print): PAMELA BORGHI
Title (Print): Municipal Clerk

By: _____
Name: PASQUALE MENNA
Title: Mayor

EXHIBIT “A”

COUNTY OF MONMOUTH

MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT

Services available:

The municipal assistance/shared services available from the County include, but are not limited to, the following:

- Catch basin cleaning
- Culvert repairs
- Diesel inspections
- Equipment use (with equipment operator)
- Guiderail installation
- Mowing
- Plowing
- Salting and sanding
- Street sign installation
- Street sweeping
- Towing
- Traffic signal installation
- Vehicle painting
- Vehicle repairs
- Vehicle washing

Pricing:

It is the intent that the County will recoup its actual costs in providing the services, but no profit. Therefore, the cost of the services shall be the actual cost to the County for the requested (a) equipment, (b) materials and (c) labor, as quoted by the County, plus a modest administrative fee.

Procedure:

If the Local Government Entity is interested in procuring services through the Municipal Assistance/Shared Services Agreement, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue either a fixed or an estimated price quotation. The Local Government Entity will then decide, at its option, whether or not to accept the services offered by the County.