

**RESOLUTION NO. 52-2025**  
**AUTHORIZING SHARED SERVICES AGREEMENT**  
**BETWEEN THE BOROUGH OF SHREWSBURY AND**  
**THE BOROUGH OF SEA BRIGHT**  
**CODE ENFORCEMENT**

Councilmember Leckstein offered the following resolution and moved its adoption; seconded by Councilmember Bieber:

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. ("Act"), permits municipalities to enter into agreements for the provision of shared services in an effort to reduce local expenses while improving the delivery of services; and

**WHEREAS**, Sea Bright is in need of additional Code Enforcement services to perform certain duties as required under applicable law and local ordinances; and

**WHEREAS**, Shrewsbury employs a qualified Code Enforcement Officer who is able to provide such services to Sea Bright; and

**WHEREAS**, both municipalities recognize that sharing such services will be cost-effective and mutually beneficial; and

**WHEREAS**, the Borough Administrator recommends Council approve a one-year shared service contract for Code Enforcement Services for an amount not to exceed \$10,000.00.

**CERTIFICATION OF FUNDS**

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds in the amount of \$10,000.00 are available in Code Enforcement O/E (5-01-22-195-200):

  
MICHAEL J. BASCOM, CFO

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, does hereby authorize the Borough to execute a one-year shared services agreement, commencing March 1, 2025, for Code Enforcement services with the Borough of Shrewsbury according to the terms and conditions outlined in the agreement attached hereto; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be forwarded to the following:

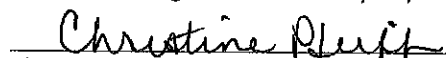
1. Borough of Shrewsbury
2. Tom Haege
3. Finance Manager

<b>Roll Call:</b>	Bieber,	Catalano,	Gorman,	Keeler,	Lamia,	Leckstein
	Yes	Yes	Yes	Yes	Yes	Yes

February 18, 2025

**CERTIFICATION**

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on February 18, 2025.

  
Christine Pfeiffer, Borough Clerk

**SHARED SERVICES AGREEMENT  
BETWEEN THE BOROUGH OF SHREWSBURY AND  
THE BOROUGH OF SEA BRIGHT**

This Shared Services Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the BOROUGH OF SHREWSBURY, a municipal corporation of the State of New Jersey (hereinafter "Shrewsbury") and the BOROUGH OF SEA BRIGHT, a municipal corporation of the State of New Jersey (hereinafter "Sea Bright").

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. ("Act"), permits municipalities to enter into agreements for the provision of shared services in an effort to reduce local expenses while improving the delivery of services; and

**WHEREAS**, Sea Bright is in need of a Code Enforcement Officer to perform certain duties as required under applicable law and local ordinances; and

**WHEREAS**, Shrewsbury employs a qualified Code Enforcement Officer who is able to provide such services to Sea Bright; and

**WHEREAS**, both municipalities recognize that sharing such services will be cost-effective and mutually beneficial.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

**1. SCOPE OF SERVICES.** Shrewsbury shall provide Sea Bright with the services of a Code Enforcement Officer ("Officer") to perform duties related to code enforcement within the Borough of Sea Bright, including but not limited to:

- a. Conducting inspections of properties for compliance with municipal codes and ordinances.
- b. Issuing violations, warnings, and notices as necessary.
- c. Appearing in municipal court as required for enforcement actions.
- d. Maintaining appropriate records and documentation of inspections and enforcement activities.
- e. Performing any other reasonable and customary duties associated with code enforcement as requested by Sea Bright and agreed upon by Shrewsbury.

**2. HOURS OF SERVICE.** The Officer shall provide services to Sea Bright for a total of seven (7) hours per week, at times mutually agreed upon by both parties. Any additional hours requested by Sea Bright shall be subject to availability and additional compensation of **\$27 per hour.**

**3. COMPENSATION**

- a. Sea Bright shall compensate Shrewsbury in the amount of Ten Thousand Dollars (\$10,000) per year for the services provided under this Agreement.
- b. Payments shall be made in four equal quarterly installments of Two Thousand Five Hundred Dollars (\$2,500), due on the first day of each quarter.

**4. TERM AND TERMINATION**

- a. This Agreement shall commence on \_\_\_\_\_, 2025, and shall continue for a period of one (1) year unless terminated earlier as provided herein.
- b. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.
- c. This Agreement may be extended upon mutual written agreement of both parties.

**5. INDEPENDENT CONTRACTOR STATUS.** The Officer shall at all times remain an employee of Shrewsbury and shall not be considered an employee of Sea Bright. Shrewsbury shall be responsible for the Officer's salary, benefits, workers' compensation, and any other employment-related obligations.

**6. LIABILITY AND INDEMNIFICATION**

- a. Each party shall be responsible for its own acts and omissions and those of its officials, employees, and agents.
- b. Sea Bright agrees to indemnify, defend, and hold harmless Shrewsbury, its officers, employees, and agents from any and all claims arising out of or related to the services provided under this Agreement, except for claims arising from the gross negligence or willful misconduct of Shrewsbury or its employees.
- c. Shrewsbury agrees to indemnify, defend, and hold harmless Sea Bright, its officers, employees, and agents from any and all claims arising out of the negligence or misconduct of the Officer while performing duties under this Agreement. The indemnification provided by this subsection shall not apply to any violations or notices issued by the Officer in the capacity of Code Enforcement Officer on behalf of Sea Bright.

**7. INSURANCE.** Each party shall maintain general liability insurance and any other insurance required by law in amounts sufficient to cover their respective liabilities under this Agreement.

**8. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**9. DISPUTE RESOLUTION.** Any disputes arising under this Agreement shall be resolved through mediation. If mediation is unsuccessful, the matter shall be submitted to binding arbitration before a retired Judge of the Superior Court, the costs of which shall be borne equally by the parties.

**10. MISCELLANEOUS**

- a. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral.
- b. No modification of this Agreement shall be valid unless in writing and signed by both parties.
- c. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- d. Notices under this Agreement shall be sent via certified mail to the respective municipal offices of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**BOROUGH OF SHREWSBURY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BOROUGH OF SEA BRIGHT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_