

**SHARED SERVICE AGREEMENT
FOR THE COUNTY OF MONMOUTH TO PROVIDE
THE iTaxMap/Collaboration Center SYSTEM**

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this 9th day of November, 2021, by and between the COUNTY OF MONMOUTH, a body politic of the State of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and Borough of Farmingdale in the County of Monmouth, a municipal corporation of the State of New Jersey, having its principal offices located at 11 Ashbury Ave Farmingdale NJ 07727 (referred to as the "municipality").

WHEREAS, The Uniform Shared Services and Consolidation Act (C.40A:565-1, et seq.), authorizes local units of this State to enter into a contract with any other local unit(s) for the joint provision within their several jurisdictions of any service, which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, each municipality is to provide for the preparation of yearly revisions to the tax map under New Jersey State law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

WHEREAS, each physical description of a parcel of land drives the mass-appraisal calculation of the land portion of its property tax assessment, and land data inaccuracies and errors lead to poor distribution of the annual tax levy, potentially resulting in years of tax bill overpayments and underpayments; and

WHEREAS, a County-to-Municipality shared services program would provide map conversion and maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities; and

WHEREAS, the intent of the digital tax map shared services program is to reduce municipality costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

WHEREAS, the Commissioners have approved the awarding of a contract for digital tax mapping in Resolution # 2021-0552; and

WHEREAS, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined

editing and ongoing maintenance procedures; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems.

NOW, THEREFORE, in consideration of the above and the provisions set forth hereinafter, it is mutually agreed as follows:

IT IS AGREED:

1. **Grant of Sublicense:** Monmouth hereby grants the municipality use of the Collaboration Center as provided by Civil Solutions, under the terms of this Agreement.

2. **Costs:**

(a) There are no costs for municipality for the initial two (2) years of the service. During the initial two (2) years of the agreement the County shall pay for the conversion and maintenance of all parcels within the municipality to a County/State digital standard.

(b) Once all municipalities who have agreed to participate have been brought to the County/State digital standard, a per parcel annual maintenance cost shall be determined and presented to all municipalities for review and consideration.

(c) The County shall pay for all costs associated with the maintenance and hosting of the iTaxMap/Collaboration applications within the County's IT facilities.

(d) Any and all additional costs of releases or other future add-ons, will be mutually agreed upon by the municipalities.

3. **Other Costs:**

(a) The municipality will retain Civil Solutions directly to perform any customization, data conversion or future additional training and implementation services required by the municipality.

(b) The municipality will also provide the necessary personal computer(s), printer(s) and internet connection for the proper operation of iTaxMap/Collaboration Center System. For current operating requirements, see Exhibit "A" attached.

4. **iTaxMap/Collaboration Center System access through Civil Solutions.**

(a) Each participating municipality has access to the iTaxMap/Collaboration Center system.

(b) Each municipality is entitled to two (2) named users accounts to access the Collaboration Center system, one of which shall be the municipal Assessor.

5. Maintenance and Support.

- (a) The Monmouth County Office of Geographic Information Systems will procure and maintain vendor software licensing. Civil Solutions is responsible for maintenance and upgrades to the iTaxMap System.
- (b) Municipalities will have access to Civil Solutions' technical help and support services to assist questions regarding the iTaxMap System.
- (c) In the event of any major changes in the maintenance and support arrangements with iTaxMap System, all municipalities in good standing under this Agreement will receive prior and timely notification of such changes.

6. Copyright & Trademark Acknowledgement.

- (a) The iTaxMap System product is the exclusive property of Civil Solutions, a Division of ARH. Civil Solutions owns the title, copyright, and other intellectual property rights in web-based software. The iTaxMap System is licensed, not sold. The iTaxMap System is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by ARH, Civil Solutions retains all proprietary rights to the iTaxMap System.
- (b) The iTaxMap System may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Civil Solutions. The licensee, municipalities and other users shall not disassemble, decompile, or reverse engineer Civil Solutions products.

Copyright © 2021 Civil Solutions

All rights reserved.

7. Ownership of Images, Metadata, and Database Information.

- (a) Municipality is solely responsible for the selection of indexing templates and the entry of indexing utilized in the retrieval of images and other content.
- (b) All data, associated metadata and database information of the municipality remain the sole property of the municipality. Unless required by law, Monmouth may not make any portion of this information deposited in the repository available to the public without the prior written consent of the municipality.

8. Term of Agreement.

This Agreement shall be effective through (December 31, 2025), unless sooner terminated or extended.

9. Termination of Agreement.

- (a) Either party has the right to terminate this Agreement upon ninety (90) days written notice to the other party. In addition, Monmouth may terminate this Agreement, upon thirty (30) days' notice, if the municipality fails to make timely payment(s) required under this Agreement.
- (b) If the underlying agreement between Monmouth and Civil Solutions is terminated for any reason, Monmouth shall promptly notify all municipalities of such termination and the effective termination date, whereupon this Agreement shall terminate.
- (c) If the agreement between Monmouth and the municipality is terminated for any reason, upon the written request of the municipality, Monmouth shall, within sixty (60) days from the effective termination date, provide the municipality with a copy of all data and metadata stored within the iTaxMap System for the municipality ("municipality's data"). At Monmouth's discretion, delivery may be on any standard media including, but not limited to CD, DVD or removable HDD. Upon delivery, Monmouth shall retain no custodial right or duty with regard to the municipality's data.

10. Dispute Resolution.

- (a) Monmouth agrees to continue providing the municipality access to the iTaxMap System web-based interface and all data during the pendency of a dispute.

11. Limitation of Liability/Indemnification.

- (a) Monmouth makes no warranties, either express or implied under this Agreement. Monmouth shall not be liable to the municipality for damages of any kind arising from Monmouth's non-performance or flawed performance under this Agreement.
- (b) The municipality shall defend, indemnify and hold harmless Monmouth, its officers, agents and employees from and against any and losses, costs, damages, claims, suits and/or liabilities (including counsel fees and cost of suit), to which Monmouth may be subject by reason of any actions or inactions by the municipality, its officers, agents and employees.

12. Terms of Use and Notices.

In order to access the iTaxMap System, the municipality and its external authorized users must agree to the Terms of Use posted thereon, a copy of which is attached hereto, as Exhibit "B". By executing this Agreement, the municipality agrees to the terms of Exhibit "B".

13. Support Process.

The iTaxMap System Product Support process attached hereto as Exhibit "A" is incorporated herein.

14. Changes.

The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by the parties.

15. Force Majeure.

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period of time that such failure or delay is (a) beyond the reasonable control of a party, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest; and (b) materially affects the performance of any of its obligations under this agreement, and (c) could not reasonably have been foreseen or provided against. The affected party shall provide the other with prompt notice, as soon as practicable, any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.

16. Choice of Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

17. 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).

18. Authority to Execute Agreement.

Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

19. 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.

20. 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
1 East Main Street
Freehold, NJ 07728
Attn: Teri O'Connor, Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax: 732-409-4820

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

To the Municipality:

Borough of Farmingdale
attn: Clerk
11 Asbury Avenue
Farmingdale NJ 07727
clerk@farmingdaleborough.org

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:


Clerk of the Board

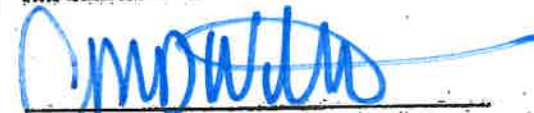
COUNTY OF MONMOUTH

By:

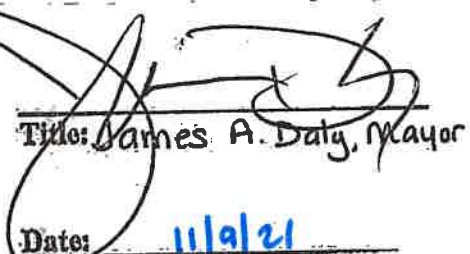

Commissioner Director

Date: 11-22-21

ATTEST:


Corinne DiCorcia Williams, Clerk

By:


Title: James A. Daly, Mayor

Date: 11/9/21

Exhibit "A"

END USER PC(s)

Support Services:

- *Civil Solutions Collaboration Center is a web-centric tool that allows users to:*
 - *Input change requests; upload attachments for documentation and support*
 - *Track work order status*
 - *View completed tax map products via direct link*
 - *View backup documentation, uploaded in original order, via direct link*
 - *Track all map change requests and responsible parties*
 - *Track dates submitted, changed and state approved*

Supported Browser Versions:

- *The iTaxMap System is supported in the most recent and second most recent versions of Mozilla Firefox, Microsoft Edge and Google Chrome.*
- *They do not support Internet Explorer 9 and below.*
- *JavaScript needs to be enabled on your web browser.*

Suggested System Specifications for Basic Browsing:

- *PC with at least 2GB of RAM, or*
- *Modern tablet devices, and*
- *Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome*

Suggested System Specifications for Advanced or Professional Use:

- *PC with at least 8GB of RAM, and*
- *Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome*

**BOROUGH OF FARMINGDALE
COUNTY OF MONMOUTH**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilwoman Linszky	X		X			
Councilman Steinfeld			X			
Councilman Dyevoich			X			
Councilman Brandl		X	X			
Councilwoman Corallo			X			
Councilwoman Sagan			X			
Mavor Dalv						

CERTIFICATION

I, Corinne DiCorcia Williams, Borough Clerk of the Borough of Farmingdale do hereby certify this to be a true and exact copy of a resolution adopted by the Governing Body of the Borough of Farmingdale, County of Monmouth, State of New Jersey at the regular meeting held on November 9, 2021


 C. DiCorcia Williams, RMC, Borough Clerk

**Monmouth County
Board of County Commissioners**

THOMAS A. ARNONE
DIRECTOR

SUSAN M. KILEY
DEPUTY DIRECTOR

LILLIAN G. BURRY
NICK DIROCCO
ROSS F. LICITRA



filed shared service
HALL OF RECORDS
ONE EAST MAIN STREET
FREEHOLD, NJ 07728
TELEPHONE: 732-431-7000

November 30, 2021

Corinne DiCorcia Williams, Borough Clerk
Borough of Farmingdale
11 Asbury Avenue
Farmingdale, NJ 07727

Dear Ms. DiCorcia Williams:

I would like to thank you for your participation in the Monmouth County Shared Services Program. As liaison to this department, I am proud to say that Monmouth County has developed one of the most successful shared services programs in New Jersey.

Through this advantageous program, municipalities, school districts, emergency services departments and institutions of higher education have reduced costs and increased efficiencies while continuing to deliver a high quality of services to their residents.

We are constantly working with our shared services partners to find new ways to improve and expand our shared services program. Together, we can help reduce the heavy tax burden on New Jersey residents and preserve the high quality of life our Monmouth County residents deserve.

Thank you again for participating in the Monmouth County Shared Services Program. Please feel free to contact my office should you have any questions by emailing me at Thomas.Arnone@co.monmouth.nj.us or by calling me at 732-431-7396.

Sincerely,

A handwritten signature in dark ink, reading 'Thomas A. Arnone'.

Thomas A. Arnone
Commissioner Director, Monmouth County

"SEPTEMBER 2d, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE."

Entry in the log of Henry Hudson's Ship Half Moon made after the Dutch Explorer became
the first European to come ashore in what was later known as Monmouth County

79-2021

Monmouth County Board of County Commissioners

THOMAS A. ARNONE
DIRECTOR

SUSAN M. KILEY
DEPUTY DIRECTOR

LILLIAN G. BURRY
NICK DIROCCO
ROSS F. LICITRA



HALL OF RECORDS
ONE EAST MAIN STREET
FREEHOLD, NJ 07728
TELEPHONE: 732-431-7000

October 1, 2021

Dear Mayor:

I would like to thank you for your participation in the Monmouth County Shared Services Program. As liaison to this division, I am proud to say that Monmouth County has developed one of the most successful shared services programs in New Jersey. We are always looking to improve our program and I am proud to present to you a new, fully funded, shared services program to convert your municipal tax maps from analog to digital and/or participate in a County-wide maintenance program for all of your municipal tax maps and GIS parcel layers in digital form.

A County-to-Municipal shared services agreement will usher in the transition from analog records to state-certified digital tax maps for all municipalities that are not already state-certified. The intent of this program is to reduce municipality costs in complying with the law and ensure the availability of updated tax map data to all public and government stakeholders. The proposed map conversion and maintenance services will be provided by the outside engineering firm – Civil Solutions, a division of ARH. The initial phase of this program will be funded by the County of Monmouth.

Municipalities who wish to participate in this shared service program should execute the attached agreement and an authorizing resolution from their respective governing body.

Thank you again for participating in the Monmouth County Shared Services Program. Please feel free to contact my office should you have any questions by emailing me at Thomas.Arnove@co.monmouth.nj.us or by calling me at 732-431-7396.

Sincerely,

Thomas A. Arnove
Commissioner Director,
Monmouth County

cc: Teri O'Connor, County Administrator
Michael Fitzgerald, County Counsel
Richard Rehmman, President, Civil Solutions
Municipal Administrator
Municipal Clerk

OCT 18 2021

BOROUGH CLERK

"SEPTEMBER 24, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE."

Entry in the log of Henry Hudson's Ship Half Moon made after the Dutch Explorer became
the first European to come ashore in what was later known as Monmouth County

Monmouth County iTaxMap Shared Service

The County of Monmouth has embarked on a new municipal shared service. The objective is to establish digital tax maps in a consistent form and format for all 53 municipalities in the County. The County has fully funded the initial phase of this shared service. **Civil Solutions, a division of ARH** has been selected and is in the process of coordinating with the County to begin the municipal onboarding process.

Civil Solutions will lead the technical execution of the work. Through this process, they will be implementing a variety of tools. Many of those tools will be made available to your Tax Assessor. Some highlights include:

- **Collaboration Center:** All aspects of tax map maintenance such as status, detailed documentation of each change & the final tax maps are housed here and available 24/7.
- **ezM4 Cloud:** Custom Civil Solutions tool created specifically for verification that each tax record has a property shown on the tax map, and vice versa. This is a critical step in tax map development, including State review and certification.

How will this benefit me?

- Transition to State-certified digital tax maps
- Consistent and accurate municipal and County-wide data
- Lower cost for annual tax map maintenance
- Decreased costs due to tax appeals
- Unprecedented collection of data made available to taxpayers, municipalities & County
- Greater opportunities for new applications, automations & advancements

What are the next steps?

1. **Initial Contact:** Civil Solutions will be contacting your municipal tax assessor shortly to explain the project and answer any initial questions.
2. **On-Boarding:**
 - a. The County will work closely with you to complete the Shared Services Agreement.
 - b. Civil Solutions will gather and review source documents to understand the status of your municipal tax maps and establish a custom project methodology and schedule for your municipality.
3. **Map Production:** Each municipal partner will be closely involved in the creation of the Tax Map, resolution of issues or questions, and the State certification process.

For any questions or more information on iTaxMap, please reach out to:

Don Smith, Project Manager | Civil Solutions, a division of ARH | (609) 949-4029 | dsmit@arh-us.com



MUNICIPAL BUILDING
11 Asbury Avenue
Farmingdale, New Jersey 07727

Borough Office Hours
8:30 a.m. to 4:00 p.m.
Phone: 732-938-4077
Fax: 732-938-2023



BOROUGH COUNCIL MEETS
1st & 3rd Tuesdays @ 7:00 p.m.

Community Center
13 Asbury Avenue
Farmingdale, New Jersey 07727

BOROUGH OF FARMINGDALE

November 10, 2021

Ms. Elizabeth Perez
Shared Services Coordinator
County of Monmouth
1 East Main Street
Freehold, New Jersey 07728

**RE: CONTRACT AND RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR
iTaxMap / Collaboration Center System**

Dear Ms. Perez:

Please find enclosed two partially executed copies of the above noted contract together with a certified copy of the approval resolution for your files.

Please return one fully executed copies of the contract at your earliest convenience.

If anything additional is needed, please do not hesitate to contact me.

Very truly yours,

Corinne DiCorcia Williams, RMC
Borough Clerk
clerk@farmingdaleborough.org

Enclosures