

# Monmouth County Board of County Commissioners

THOMAS A. ARNONE  
DIRECTOR

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

April 13, 2021

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

Dear Mr. Shehady:

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.

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.

Attached, please find your existing MOD IV Property Assessment Computer System agreement as well as a new agreement. Please execute a fully authorized resolution with your council, complete the new agreement, and mail two original copies directly to Elizabeth Perez, Shared Services Coordinator.

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](mailto:Thomas.Arnone@co.monmouth.nj.us) or by calling me at 732-431-7396.

Sincerely,

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

## SHARED SERVICES AGREEMENT

Agreement Between the  
County of Monmouth and the  
\_\_\_\_\_ of \_\_\_\_\_ for  
**MODIV Property Assessment Computer Services**

**WHEREAS**, rules and regulations of the State of New Jersey, Department of Treasury, Division of Taxation, provide for a uniform system of maintaining and reporting tax information as to real estate throughout the State of New Jersey by municipalities and counties, which is commonly known as MODIV Property Assessment Computer System; and

**WHEREAS**, the County of Monmouth has the facilities to provide the computer services necessary in order to comply with the aforesaid rules and regulations; and

**WHEREAS**, pursuant to P.L.2013, c.15 (C.54:1-104) each municipal assessor in a demonstration county shall utilize the same property assessment software as is used by the county tax board and all real property assessment functions required pursuant to State law, including the revaluation or reassessment of real property, as well as other assessment-based functions such as the development of a compliance plan, maintenance of assessments and the calculation of added assessments shall be performed using the property assessment software.

**WHEREAS**, pursuant to P.L.2013, c.15 (C.54:1-104) the county tax board participating in the demonstration program shall provide MOD-IV and CAMA software to each municipality that does not use the software, at no cost to those municipalities, and shall provide, at no cost to those municipalities, training in the use of the software to the assessors of those municipalities, and to their respective staff members. Thereafter, each municipality shall pay an annual fee per each taxable line item in the municipality to the county tax board for the MOD-IV and CAMA service.

**WHEREAS**, the Shared Services Act and Consolidation Act, namely C. 40A:65-1, provides a mechanism through which counties and municipalities may enter into agreements for the provision of services for each other.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the County of Monmouth (hereinafter referred to as "County"), and the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Municipality"), it is hereby agreed as follows:



## **MODIV PROPERTY ASSESSMENT COMPUTER SERVICES**

1. The County will provide MODIV Property Assessment Computer Services to the Municipal Assessor. Services shall include Master File Maintenance, Preliminary Tax List Proof Book PDF, Preliminary Tax List PDF, Preliminary Tax Duplicate PDF, Preliminary Field Book PDF, Final Tax List Printed and PDF, and Printed Extended Tax Duplicate. Printing of Notification of Assessment Cards, Post Tax Year Statements, and Farmland Assessment Applications. Printing of Income and Expense requests for regular mail and Income and Expense requests for Certified Mailing. Printing of Initial and Further Statements and Tenant Rebate Forms. Production of Added/Omitted Assessment Proof Books as PDF and printing of three copies of the Added/Omitted Assessment Tax List. Provide Tax Year Consolidation, and a copy of the Master Computer File for the Municipality, upon request, for submission to the State of New Jersey, Division of Taxation.
2. The Municipality will adhere to the schedule of submission of data as prescribed by the Director of the New Jersey State Division of Taxation and or the Monmouth County Board of Taxation, which schedule is sent to the Municipality by the Monmouth County Tax Administrator annually.
3. The County will provide to the Municipality a report as to all transactions submitted by the Municipality to the County, indicating which data was accepted or rejected. It will be the responsibility of the Municipality to check the Transaction List and make corrections as necessary, so that the County may update the Municipality's Master File accordingly.

## **GENERAL CONDITIONS**

4. The within agreement shall be effective January 1, 2022 or as soon thereafter as the Municipality commences use of the County's services.
5. This Agreement shall end, if not sooner terminated or extended, on December 31, 2031.
6. The Municipality agrees that any liability for damages which it has or may have against the County for non-performance or negligent performance of the Property Assessment Computer Services described herein shall be limited to the amount paid by the Municipality to the County for the year in which the error(s) occur(s). The County shall not otherwise be liable to the Municipality for damages of any kind, including special, consequential, or punitive damages.
7. In the event that performance by the County of Monmouth under this agreement is delayed or prevented due to weather conditions, labor disputes affecting the County or any of the County's suppliers of materials or labor, natural acts, acts of war, emergency proclamations, governmental regulations or for any reason whatsoever beyond the County's control, any performance dates by the County will be extended for the period of time equal to the time lost by reason of any of these causes. If any of the foregoing causes make the performance of this agreement by the County impossible in the County's sole judgment, then this agreement may be immediately terminated by



the County, whereupon the Municipality and the County will be released from all obligations under this agreement, subject to an equitable adjustment of costs and fees earned or paid prior to termination.

8. The municipality is responsible for the accuracy and completeness of the information provided. The County will rely on the submission and representation of the municipality.
9. The within agreement is a New Jersey contract and shall be governed by the laws of the State of New Jersey.
10. The County makes no warranties, either express or implied. No representation or statement not expressly contained in the within agreement or incorporated herein by reference shall be binding on the County as a warranty.

## **COSTS AND FEES**

11. The County shall supply the basic Property Assessment Computer Services as set forth hereinbefore at a cost to the Municipality of FORTY CENTS (\$0.40) per line item per year. Further, there will be a minimum Annual District Processing Charge of SIX HUNDRED DOLLARS (\$600.00). Notification of Assessment Cards will be mailed at a cost of \$0.40 per card; annual mailing fees will be in accordance with current USPS bulk mailing fees.

12. The County shall supply to the Municipality, at the request of the Municipality, the following additional services at the following additional costs:

Added/Omitted Tax Bills - Printed \$0.25 per bill

**Additional report requests:**

Tax List (Preliminary, Final or Extended) with Street and Owners Index (8.5x11) - \$ 75.00 per district  
Personalized Reports – Cost subject to mutual agreement

13. The County will bill the Municipality for the basic Property Assessment Computer Services and minimum Annual District Processing Charge after the delivery of the Added/Omitted Assessment List to the Municipality.

14. The County will bill the Municipality for “additional services” and for “additional report requests” upon completion of that work.

15. The County reserves the right to modify the costs and fees for service from time to time, upon reasonable advance notice to the Municipality.



IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals.

ATTEST:

**COUNTY OF MONMOUTH**

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**MARION MASNICK**  
Clerk of the Board

By: \_\_\_\_\_  
**Thomas A. Arnone**  
Commissioner Director

ATTEST:

\_\_\_\_\_ OF \_\_\_\_\_

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\_\_\_\_\_  
**Clerk**

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



BOROUGH OF RED BANK

COUNTY OF MONMOUTH

RESOLUTION NO. 11-240

**RESOLUTION TO AUTHORIZE A SHARED SERVICE AGREEMENT BETWEEN  
MONMOUTH COUNTY AND THE BOROUGH OF RED BANK  
FOR THE USE OF THE MODIV PROPERTY ASSESSMENT COMPUTER SYSTEM**

Mr. DuPont offered the following resolution and moved its adoption:

**WHEREAS**, the State of New Jersey has mandated the use of the MODIV Property Assessment Computer System for all New Jersey Municipalities; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Monmouth, in conjunction with the County Board of Taxation, is offering the County's MOD IV Property Assessment Computer System services to the municipalities; and

**WHEREAS**, a Shared Services Agreement has been proposed for this purpose, pursuant to N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, it is in the best interest of the Borough of Red Bank to enter into such an Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Red Bank, that the agreement entitled, "Agreement Between the County of Monmouth and the Borough of Red Bank for MODIV Property Assessment Computer Services", a copy of which is attached hereto, be approved for the First of January, 2012 through December 31, 2021.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk be and are hereby authorized to execute the agreement.

**BE IT FURTHER RESOLVED** that the Agreement shall be subject to review and approval by the Borough Attorney.

Seconded by Mr. Zipprich and adopted on roll call by the following vote:

	Yes	No	Abstain	Absent
Ms. Lewis	( x )	( )	( )	( )
Mr. Zipprich	( x )	( )	( )	( )
Mr. DuPont	( x )	( )	( )	( )
Ms. Horgan	( x )	( )	( )	( )
Ms. Lee	( x )	( )	( )	( )
Mr. Murphy	( x )	( )	( )	( )

Dated: December 7, 2011

I hereby certify the above to be a true copy of a resolution adopted  
by the Mayor and Council of the Borough of Red Bank, County of

## SHARED SERVICES AGREEMENT

Agreement Between the  
County of Monmouth and the  
Borough of Red Bank for  
MODIV Property Assessment Computer Services

**WHEREAS**, rules and regulations of the State of New Jersey, Department of Treasury, Division of Taxation, provide for a uniform system of maintaining and reporting tax information as to real estate throughout the State of New Jersey by municipalities and counties, which is commonly known as MODIV Property Assessment Computer System; and

**WHEREAS**, the County of Monmouth has the facilities to provide the computer services necessary in order to comply with the aforesaid rules and regulations; and

**WHEREAS**, the Shared Services Act and Consolidation Act, namely C. 40A:65-1, provides a mechanism through which counties and municipalities may enter into agreements for the provision of services for each other.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the County of Monmouth (hereinafter referred to as "County"), and the Borough of Red Bank (hereinafter referred to as "Municipality"), it is hereby agreed as follows:

### MODIV PROPERTY ASSESSMENT COMPUTER SERVICES

1. The County will provide MODIV Property Assessment Computer Services to the Municipal Assessor and/or Municipal Tax Collector, including Master File Maintenance, Printing of the Proof Book, Tax Duplicate, Field Book, Tax List and Extended Tax Duplicate, Printing of Notification of Assessment Cards, Post Tax Year Statements, Farmland Assessment Applications, Income and Expense Statements, Initial and Further Statements and Tenant Rebate Forms, Printing of Added/Omitted Assessment Proof Books and three copies of the Added/Omitted Assessment Tax List, Tax Year Consolidation, and a copy of the Master Computer File for the Municipality, upon request, for submission to the State of New Jersey, Division of Taxation.
2. In the case of new MODIV Agreements, the Municipality will make available to the County a copy of the Municipality's current computer data file up to the effective date of the within agreement. Thereafter, the Municipality will provide to the County, via internet connection, computerized transaction files reflecting changes in property data, which will be processed by the County. The County will process the data and cause the tax record changes to be incorporated in the Municipality's Master File. This will be an ongoing service throughout the tax year. The Municipality

will pick up the hard copies of all reports and other documents being supplied to the Municipality by the County.

3. In the case of existing MODIV Agreements, the Municipality will provide to the County, via internet connection, computerized transaction files reflecting changes in property data, which will be processed by the County. The County will process the data and cause the tax record changes to be incorporated in the Municipality's Master File. This will be an ongoing service throughout the tax year. The Municipality will pick up the hard copies of all reports and other documents being supplied to the Municipality by the County.
4. The Municipality will adhere to the schedule of submission of data as prescribed by the Director of the New Jersey State Division of Taxation and or the Monmouth County Board of Taxation, which schedule is sent to the Municipality by the Monmouth County Tax Administrator annually.
5. The County will provide to the Municipality a report as to all transactions submitted by the Municipality to the County, indicating which data was accepted or rejected. It will be the responsibility of the Municipality to check the Transaction List and make corrections as necessary, so that the County may update the Municipality's Master File accordingly.
6. The County will supply the Municipality with all materials and supplies necessary in order to carry out the intent of this agreement at no additional cost, except as set forth below.

#### **GENERAL CONDITIONS**

7. The within agreement shall be effective January 1, 2012 or as soon thereafter as the Municipality commences use of the County's services.
8. This Agreement shall end, if not sooner terminated or extended, on December 31, 2021.
9. Either party to this agreement has the right to terminate this agreement upon ninety (90) days' written notice to the other.
10. The Municipality agrees that any liability for damages which it has or may have against the County for non-performance or negligent performance of the Property Assessment Computer Services described herein shall be limited to the amount paid by the Municipality to the County for the year in which the error(s) occur(s). The County shall not otherwise be liable to the Municipality for damages of any kind, including special, consequential, or punitive damages.
11. In the event that performance by the County of Monmouth under this agreement is delayed or prevented due to weather conditions, labor disputes affecting the County or any of the County's suppliers of materials or labor, natural acts, acts of war, emergency proclamations, governmental regulations or for any reason whatsoever beyond the County's control, any performance dates by the County will be extended for the period of time equal to the time lost by reason of any of these

causes. If any of the foregoing causes make the performance of this agreement by the County impossible in the County's sole judgment, then this agreement may be immediately terminated by the County, whereupon the Municipality and the County will be released from all obligations under this agreement, subject to an equitable adjustment of costs and fees earned or paid prior to termination.

- 12. The within agreement is a New Jersey contract and shall be governed by the laws of the State of New Jersey.**
- 13. The County makes no warranties, either express or implied. No representation or statement not expressly contained in the within agreement or incorporated herein by reference shall be binding on the County as a warranty.**

#### **COSTS AND FEES**

- 14. The County shall supply the basic Property Assessment Computer Services as set forth hereinbefore at a cost to the Municipality of THIRTY-SEVEN CENTS (\$0.37) per line item per year. Further, there will be a minimum Annual District Processing Charge of FIVE HUNDRED DOLLARS (\$500.00).**
- 15. The County shall supply to the Municipality, at the request of the Municipality, the following additional services at the following additional costs:**

Notification of Assessment Cards - Mailed \$0.22 per card  
Post Tax Year Statements - Mailed \$0.22 per statement  
Farmland Applications - Mailed \$0.22 per statement  
Initial & Further Statements - Mailed \$0.22 per statement  
Regular Tax Bills - Printed \$0.13 per line item  
Regular Tax Bills - Mailed \$0.22 per bill  
Added/Omitted Tax Bills - Printed \$0.13 per bill  
Added/Omitted Tax Bills - Mailed \$0.22 per bill  
Mailing Labels - \$0.03 per label

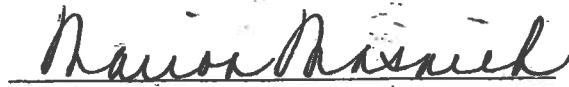
#### **Additional report requests:**

Tax List with Street and Owners Index (11x15) - \$ 125.00 per district  
Street Index only (11x15) - \$50.00 per district  
Owners Index only (11x15) - \$50.00 per district  
Tax List with Street and Owners Index (8.5x11) - \$ 75.00 per district  
Street Index only (8.5x11) - \$30.00 per district  
Owners Index only (8.5x11) - \$30.00 per district  
Personalized Reports – Cost subject to mutual agreement

16. The parties further agree that the Municipality will be required to independently purchase all required report binders. The tax billing and label services are at the discretion of the County.
17. The County will bill the Municipality for the basic Property Assessment Computer Services and minimum Annual District Processing Charge after the submission of the Added/Omitted Assessment List to the Municipality.
18. The County will bill the Municipality for "additional services" and for "additional report requests" upon completion of that work.
19. The County reserves the right to modify the costs and fees for service from time to time, upon reasonable advance notice to the Municipality.
20. If this agreement is in effect for less than a full calendar year during the year of its inception or termination, the costs to the Municipality for the services provided during that year will be adjusted on an equitable basis.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals.

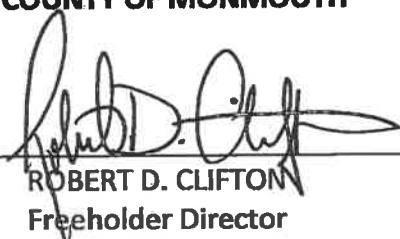
ATTEST:



MARION MASNICK  
Clerk of the Board

COUNTY OF MONMOUTH

By:



ROBERT D. CLIFTON  
Freeholder Director

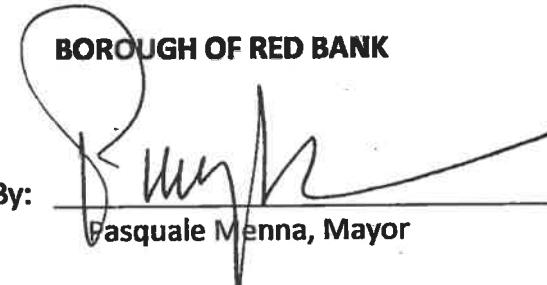
ATTEST:



Pamela Borghi, Municipal Clerk

BOROUGH OF RED BANK

By:



Pasquale Menna, Mayor

