

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Woodbury Heights COUNTY: Gloucester

RECIPIENT: South Harrison Township COUNTY: Gloucester

BRIEF DESCRIPTION OF SERVICE:

CMFO/Tax Collector

EFFECTIVE DATE: April 1, 2019

EXPIRATION DATE: March 31, 2022

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$10,500.00

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

RESOLUTION 49-2019

RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BY THE BOROUGH COUNCIL OF THE BOROUGH OF WOODBURY HEIGHTS WITH THE TOWNSHIP OF SOUTH HARRISON

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., permits municipalities and other local units to enter into Shared Services Agreements with other governmental units by adoption of a Resolution authorizing such shared services; and

WHEREAS, it is in the best interests of the Borough of Woodbury Heights and the Township of South Harrison to enter into a shared service agreement for the positions of part time Tax Collector and Chief Financial Officer as such municipalities are local units as defined by N.J.S.A. 40A:65-3; and

WHEREAS, the Borough Council of the Borough of Woodbury Heights recognizes that by entering into a shared service agreement with the Township of South Harrison for such shared services, the particular details of which are set forth in the Shared Services Agreement attached hereto as "Exhibit A", are mutually beneficial to both municipalities; and

WHEREAS, such Agreements are encouraged by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Woodbury Heights that the attached Shared Service Agreement (Exhibit A) with the Township of South Harrison is hereby approved and authorized for execution by the appropriate Borough Officials.

BE IT FURTHER RESOLVED, that a copy of this Resolution and Agreement shall be filed with the Commissioner of the Department of Community Affairs forthwith after the adoption hereof.

BOROUGH OF WOODBURY HEIGHTS

By: 

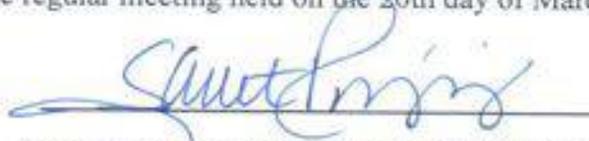
William C. Packer, Mayor

ATTEST:



Janet Pizzi, Borough Clerk/Administrator

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the regular meeting held on the 20th day of March, 2019.



Janet Pizzi, Borough Clerk/Administrator

CERTIFICATION

I, JANET PIZZI, CLERK of the Borough of Woodbury Heights, do hereby certify that I am the duly appointed and qualified Clerk of the Borough of Woodbury Heights and that I am the keeper of record and corporate seal of said corporation and that the foregoing Resolution is a correct copy of a Resolution duly adopted at the Regular Meeting of the Borough Council of the Borough of Woodbury Heights held on the 20th day of March, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Borough of Woodbury Heights this 21st day of March 2019.


JANET PIZZI, BOROUGH CLERK



**RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BY
THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF SOUTH HARRISON
WITH THE BOROUGH OF WOODBURY HEIGHTS**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., permits municipalities and other local units to enter into Shared Services Agreements with other governmental units by adoption of a Resolution authorizing such shared services; and

WHEREAS, it is in the best interests of the Township of South Harrison and the Borough of Woodbury Heights to enter into a shared service agreement for the positions of part time Tax Collector and Chief Financial Officer as such municipalities are local units as defined by N.J.S.A. 40A:65-3; and

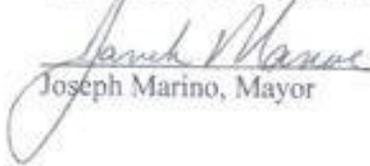
WHEREAS, the Township Committee of the Township of South Harrison recognizes that by entering into a shared service agreement with the Borough of Woodbury Heights for such shared services, the particular details of which are set forth in the Shared Services Agreement attached hereto as "Exhibit A", are mutually beneficial to both municipalities; and

WHEREAS, such Agreements are encouraged by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of South Harrison that the attached Shared Service Agreement (Exhibit A) with the Borough of Woodbury Heights is hereby approved and authorized for execution by the appropriate Township Officials.

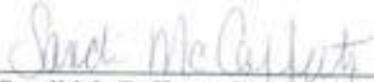
BE IT FURTHER RESOLVED, that a copy of this Resolution and Agreement shall be filed with the Commissioner of the Department of Community Affairs forthwith after the adoption hereof.

TOWNSHIP OF SOUTH HARRISON



Joseph Marino, Mayor

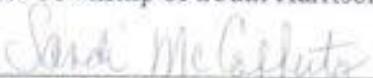
ATTEST:



Sandi McCafferty, Deputy Clerk

CERTIFICATION

I hereby certify this to be a true copy of a resolution adopted by the Township Committee at the regular meeting of the Township of South Harrison held on the 13th day of March 2019.



Sandi McCafferty, Deputy Clerk

**SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF WOODBURY HEIGHTS
AND THE TOWNSHIP OF SOUTH HARRISON FOR
TAX COLLECTOR AND CHIEF FINANCIAL OFFICER SERVICES**

WITNESSETH:

WHEREAS, the Township of South Harrison, County of Gloucester, State of New Jersey, with offices located at 664 Harrisonville Road, Mullica Hill, New Jersey (08062) (hereinafter referenced as "Township") desires to retain services of a Tax Collector and a Chief Financial Officer through a Shared Services Agreement:

WHEREAS, the Borough of Woodbury Heights, County of Gloucester, State of New Jersey with offices located at 500 Elm Avenue, Woodbury Heights, New Jersey (08097) (hereinafter referenced as "Borough") is interested in providing Tax Collector and Chief Financial Officer services through a Shared Services Agreement; and

WHEREAS, the Township and the Borough have negotiated a Shared Services Agreement pursuant to the provisions of N.J.S.A. 40:65-1, et seq whereby the Township would pay the Borough for providing part-time Tax Collector and Chief Financial Officer services to the Township so that the Township may meet its statutory obligations, and to provide better service to the residents and taxpayers of the Township, for reasons of economy and efficiency.

NOW, THEREFORE, BE IT AGREED, this 20th day of March, 2019, by and between the Township and the Borough (hereinafter collectively referenced as "parties"), as follows:

1. The parties hereby agree to enter into a Shared Service Agreement (Agreement) in accordance with the provisions of N.J.S.A. 40A:65-1, et seq as described herein below:
2. The parties agree that, through this Shared Services Agreement, the Borough's Tax Collector and Chief Financial Officer, shall serve as the Tax Collector and Chief Financial Officer for the Township pursuant to the terms of this Agreement.
3. The Borough's Tax Collector and Chief Financial Officer will continue to be an employee of the Borough, will receive all salary, compensation, benefits and emoluments of employment, from the Borough. The Borough shall pay all salary, compensation, all employment benefits and entitlements of any form or nature (hereinafter Compensation and Benefits), including but not limited to health insurance coverage, pensions payments, FICA, taxes and retirement benefits for the Tax Collector and Chief Financial Officer. During the term of this Agreement, all terms and conditions and any obligations or liabilities in connection with the Tax Collector and Chief Financial Officer shall be established and borne by the Borough.

Upon termination of this agreement by either party for any reason, the Township shall not be obligated to the Tax Collector and Chief Financial Officer or the Borough in any way except for any outstanding quarterly payment provided within this Agreement. The Borough agrees to indemnify and hold harmless the Township, its elected and appointed officials, officers, employees and agents, from any and all claims by or on behalf of the Borough's Tax Collector and Chief Financial Officer for Compensation and Benefits, as well as any action by the Borough for discipline, removal or its alleged violation of the Tax Collector and Chief Financial Officer's rights.

4. The parties agree that during any time of the Agreement period, the Agreement may be terminated by either party upon one hundred and twenty (120) days advance written notice. This Agreement may be terminated immediately where Tax Collector and Chief Financial Officers services for the Township are seriously and negatively affected or there is a failure to perform necessary services on a timely basis. Notice of Immediate Termination must be provided in writing, state the reason(s) for such cancellation and allow for discussion among the administration of both parties to attempt to resolve the problem. Aside from the above, the "Duration of the Agreement: Notice of Non-Renewal" provision of this Agreement shall apply.
5. Professional liability coverage is provided through the Joint Insurance Fund for each municipality. Each Municipality shall provide professional liability coverage for the services which are specifically performed for the respective municipality. The CFO/Tax Collector shall obtain statutory surety bond coverage as required by the Municipal Excess Liability Insurance Fund.
6. In the event that this Agreement shall be invalidated by a Court of competent jurisdiction then, at the option of the Township, the Borough shall continue to provide the services herein on an interim or emergency basis for a period not to exceed one hundred and twenty (120) days.
7. All notices under this Shared Services Agreement shall be in writing and shall be sent Certified Mail, Return Receipt Requested to the Municipal clerk of each municipality at the address indicated above.
8. The parties acknowledge that it is in the best interest of their respective tax payers and its citizens to avoid litigation if at all possible. Therefore, the parties agree to non-binding mediation and any and all issues pertaining to this Shared Services Agreement, including issues that may have not been specifically provided for in this Agreement. The mediator shall be selected by mutual agreement of the parties.
9. The parties agree that if any personnel issues arises involving an employee of the Borough performing services for the Township, the Borough Clerk/Administrator and Township Clerk shall meet and use their best efforts to resolve the issue amicably prior to mediation. Unresolved issues should be jointly investigated as soon as possible while remaining mindful of an employee's actual employer.

10. Each party to this Agreement represents and warrants to the other that all municipal action necessary for the Township and Borough to enter into and perform all obligations required by this Agreement have been validly undertaken and that all undersigned are authorized to execute this Agreement.

11. Miscellaneous.

The following provisions shall apply to this Agreement:

A. DELEGATION OF TASK.

1. Nature and Extent of Services. The Borough grants to the Township and the Township accepts from the Borough authority to utilize the Borough's Tax Collector and Chief Financial Officer. The terms of delegation are limited to this Agreement.

B. PROVISION OF SERVICES.

1. Description of Services. The services to be provided by the Tax Collector and Chief Financial Officer shall be as generally described by as for the collection of municipal taxes and duties of Chief Financial Officer under the laws of the State of New Jersey. In addition, the Borough's Tax Collector and Chief Financial Officer shall oversee, coordinate, organize and delegate the duties, assignments and responsibilities of subordinate positions within the Township's Tax Collector's Office and Finance Office. The Borough's Tax Collector and Chief Financial Officer shall not have authority to hire, fire, or discipline employees of the Township, but shall cooperate with any such action taken by the Township. All such issues will be addressed by the Township Committee.
2. Specific Services. The Borough shall allow its Tax Collector and Chief Financial Officer to be utilized by the Township as municipal Tax Collector and Chief Financial Officer for an average of five (5) hours to ten (10) hours each week. The hours shall include Wednesdays from 2 PM until 7 PM during the operational hours of the Township's Tax Office.
3. Payment from Township to Borough. The Township shall pay to the Borough a flat rate of:

Year 1 (4/1/19 to 3/31/20): \$47,000

Year 2 (4/1/20 to 3/31/21): \$47,940

Year 3 (4/1/21 to 3/31/22): \$48,900

All payments shall be made quarterly and due on or before the following dates:
March 15, June 15, September 15 and December 15 of each year.

C. LIMITATION OF DELEGATION. To the extent that this Agreement constitutes a delegation of authority by either, this Agreement shall not be construed to delegate any authority other than as specifically set forth herein. Neither the Township of South Harrison, nor the Borough of Woodbury Heights intends to create an agency relationship other than that which may be specifically required by this Agreement or required by law. This Agreement is limited to Tax Collection and Chief Financial Officer services.

D. NO PERSONAL LIABILITY. No covenant, condition or provision contained within this Agreement shall be deemed to be that of a past or present official, officer, employee or agent of either party in his or her individual capacity, nor shall any such person be liable

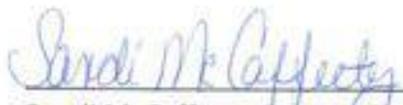
personally by reason of executing this Agreement in their official capacity as authorized by that party's Governing Body.

- E. **ESTIMATED COSTS**. Consistent with the requirements of N.J.S.A. 40A:65-4, et seq., the cost of services shall be as set forth herein.
- F. **DURATION OF AGREEMENT; NOTICE OF NON-RENEWAL**. This Agreement shall be effective from April 1, 2019 through March 31, 2022. This Agreement may be renewed only by mutual agreement of the parties evidenced by resolutions adopted by each municipality. On or before, June 30, 2021, the Borough shall provide written notice to the Township of its intent to renew this Agreement. If the Borough fails to provide such notice, at the Township's option, this agreement shall be extended for one hundred and twenty (120) days, from the March 31, 2022 expiration date, in order for the Township to obtain alternative Tax Collection and Chief Financial Officer services.
- G. **GOVERNING LAW**. The terms of this Shared Services Agreement shall be governing by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.
- H. **SEVERABILITY AND MODIFICATIONS**. In the event that any portion of this Agreement shall be made inoperative by reason of judicial, administrative or other ruling, the remainder of this Agreement shall remain in full force and effect.
- I. **AMENDMENTS**. This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.
- J. **HEADINGS**. This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.
- K. **AVAILABILITY OF AGREEMENT**. A copy of this Agreement shall be on file and open to public inspection at the Municipal Clerk's Office of the Township and the Municipal Clerk's Office of the Borough no less than two (2) weeks prior to its adoption by each municipality and continuing thereafter.
- L. **ENTIRE AGREEMENT**. This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there is no side or oral Agreement or understanding relating to the undertakings as set forth.
- M. **NO ASSIGNMENT**. This Agreement and all rights, duties and obligations contained herein may not be assigned by either party without the other party's prior written permission.
- N. **WAIVER**. It is understood and agreed by the parties that failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.
- O. **NO PRESUMPTION AGAINST DRAFTER**. The Parties acknowledge that this Agreement was reviewed by their respective legal counsel, and therefore, no presumption shall arise against the drafter of this Agreement.
- P. **EXECUTION OF CONTERPARTS**. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitutes but one and the same instrument.

IN WITNESS WEREOF, the parties have hereunto set their hands and seals the day and year first above written:

ATTEST

TOWNSHIP OF SOUTH HARRISON

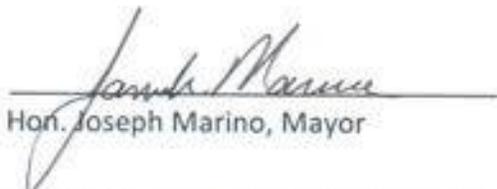


Sandi McCafferty, Deputy Clerk

ATTEST

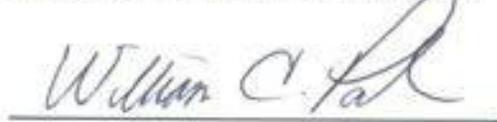


Janet Pizzi, Borough Clerk/Administrator



Hon. Joseph Marino, Mayor

BOROUGH OF WOODBURY HEIGHTS



Hon. William Packer, Mayor