Resolution 2015-289

Resolution of the Township of Ocean, County of Ocean, State of New Jersey, accepting and approving a Shared Services Agreement with the Township of Barnegat, County of Ocean, State of New Jersey for Tax/Utility Collector Services

WHEREAS, the Township Committee of the Township of Ocean ("Ocean") wishes to enter into a Shared Service Agreement with the Township of Barnegat ("Barnegat") to share services and reduce costs by working together to provide Tax/Utility Collector services from the Township of Barnegat; and

WHEREAS, by entering into the Shared Service Agreement, Ocean and Barnegat agree that the shared use of the aforementioned services benefits each public entity equally; and

WHEREAS, Ocean shall compensate Barnegat for the provision of Construction Official services as defined in the Shared Services Agreement, a true copy of which is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, all contractual provisions have been negotiated in the aforementioned Shared Services Agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers Ocean and Barnegat to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, this 10th day of September, 2015 by the Township Committee of the Township of Ocean, County of Ocean, State of New Jersey, as follows:

1. The Township Committee approved the Shared Services Agreement, a true copy of which is on file at the Township Clerk's office and can be reviewed by the public during normal business hours.
2. The Township Committee authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of the Resolution.
3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:
    a. Honorable Dennis F. Tredy, Mayor
    b. New Jersey Department of Community Affairs
    c. Honorable Susan McCabe, Mayor of Barnegat Township
    d. David Breeden, Administrator
    e. Greg McGuckin, Esq

Certification

I, Diane B. Ambrosio, RMC Municipal Clerk of the Township of Ocean, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 10th day of September, 2015

_____

Diane B. Ambrosio, RMC, Municipal Clerk

SHARED SERVICES AGREEMENT BY AND BETWEEN

THE TOWNSHIP OF BARNEGAT

AND

THE TOWNSHIP OF OCEAN

OCEAN COUNTY, NEW JERSEY

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey ("Barnegat"), with a business office located at 900 West Bay Avenue, Barnegat Township, New Jersey, and the Township of Ocean, County of Ocean, State of New Jersey ("Ocean") with a business office located at 50 Railroad Avenue, Waretown, New Jersey, have undertaken discussions in order to determine what services can be exchanged and shared by and between the municipalities in order to best serve the interests of the residents and taxpayers of each municipality; and

WHEREAS, the discussions have led to a determination by Barnegat and Ocean that the best interests of both municipalities will be served if the municipalities take advantage of the provisions of the Shared Services and Consolidation Act, N.J.S.A. 40:65-1 *et seq.*; and

WHEREAS, both municipalities currently and independently provide Tax/Utility Collector services and duties to the residents and taxpayers of each municipality through in the case of Tax/Utility Collector; and

WHEREAS, Ocean currently has an employee capable of supplying such services for both municipalities at a significant reduction in cost to both municipalities; and

WHEREAS, accordingly Ocean and Barnegat have pursued a plan for providing shared services for the position of Tax/Utility Collector; and

WHEREAS, as such Barnegat designates Ocean as the provider for Tax/Utility Collector duties and services within Barnegat; and

WHEREAS, N.J.S.A. 40:65-1, *et seq*. specifically authorizes local government units to enter into agreements for the provision of shared services:

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Barnegat and Ocean do hereby agree as follows:

AGREEMENT

1. DESCRIPTION OF THE PROJECT.

Ocean shall provide Barnegat with its Tax/Utility Collector services and duties.

2. SCOPE OF SERVICES.

Barnegat shall designate Ocean as the provider of Tax/Utility Collector services and duties within Barnegat. Ocean shall provide the duties of the Tax/Utility Collector to Barnegat in accordance with this Agreement. The Tax/Utility Collection services consist of all the duties of Tax Collector as set forth in the New Jersey Statutes.

3. **COMPENSATION.**

The work schedules of the Tax/Utility Collector shall be determined by the workload of the two Townships. Barnegat will reimburse Ocean, all of the wages, taxes, healthcare and pension costs, calculated on an hourly basis, in an amount corresponding to the actual percentage of time the Tax/Utility Collector expends providing services to Barnegat, as determined by Ocean and Barnegat on a quarterly basis. The scheduling and cost allocation however may be modified periodically in accordance with the provisions of N.J.S.A. 40A:65-7(a)(3).

4. TERM

This agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of **5 YEARS**.

Either party may, with or without cause, terminate this Agreement by notice to the other party. Such notices shall be provided in writing by the party wishing to terminate the Agreement to the other party at least 90 days prior to the designated termination date.

5. STAFFING

Ocean will provide a Tax/Utility Collector to perform those duties and services for Ocean.

6. INDEMNIFICATION

Barnegat shall indemnify, defend and hold harmless, Ocean, its officers, employees and agents from and against any and all claims of whatsoever nature or type arising from this agreement and specifically as may arise from employees or former employees of Barnegat who are or may be affected by this agreement and the provision of services to Barnegat hereunder by Ocean. However, Barnegat shall neither indemnify nor hold harmless Ocean for actions upon which a demand or claim or assertion of liability are found to have arisen outside the course of carrying out official duties on behalf of Barnegat or which were beyond the scope of performing official duties or performed in bad faith, or which constituted actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of all reasonable fees and costs and damages, if any, in the defense of any claim by a third person. Ocean shall have the option of either requiring Ocean to tender a defense on behalf of Ocean or selecting its own counsel to defend Ocean's interest for which Barnegat will pay all reasonable fees and costs for any claims subject to indemnification hereunder.

7. PROFESSIONAL LIABILITY COVERAGE

Professional Liability Coverage is through the Joint Insurance Fund for each municipality. Each municipality shall provide coverage for the services, which are specifically performed for the respective municipality.

8. EMERGENCY CONTINUATION

In the event that this Agreement shall be invalidated by a court of competent jurisdiction then, at the option of Ocean, Ocean shall continue to provide the services specified herein on an interim or emergency basis for a period of ninety (90) days as permitted within an order of the court.

9. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested, to the Township Clerk of each municipality at the address indicated above.

10. DISPUTE RESOLUTION

The parties agree that it is in the best interest of their respective taxpayers and citizens to avoid litigation if at all possible. Therefore the parties agree to jointly mediate any and all outstanding issues pertaining to cost reimbursement or other related issues that have not been specifically provided for in this agreement

11. PERSONNEL DISPUTES

Both parties agree that if any personnel issue arises involving an employee of Ocean who will perform the services for each municipality as set forth herein, the Township Administrator of Ocean and the Township Administrator of Barnegat shall meet and use their best efforts to resolve the issue amicably. Unresolved issues should be referred to Ocean for investigation as soon as possible.

12. AUTHORIZATION

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

13. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties thereto.

C. 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.

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. 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 relating to the undertakings as set forth.

F. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without either party's prior written permission.

G. 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.

H. <u>No Presumption Against Drafter</u>

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.

IN WITNESS WHEREOF, the appropriate elected officials of the Township of Barnegat and the Township of Ocean have placed their signatures and appropriate seals on this ___ day of _____, 2015.

ATTEST: TOWNSHIP OF BARNEGAT

_____ _____

Michele Rivers, RMC Municipal Clerk Susan McCabe, Mayor

ATTEST: TOWNSHIP OF OCEAN

_____ _____

Diane B. Ambrosio, RMC Municipal Clerk Christina Wetter, Mayor