

TOWNSHIP OF EVESHAM

RESOLUTION NO. 98-2010

AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT
WITH THE BOROUGH OF MEDFORD LAKES FOR TAX ASSESSOR SERVICES

WHEREAS, the Township Council of the Township of Evesham (Evesham) wishes to enter into a Shared Services Agreement with the Borough of Medford Lakes (Medford Lakes) to share services and reduce costs by working together to provide tax assessor services for the Borough of Medford Lakes; and

WHEREAS, by entering into the Agreement, Medford Lakes and Evesham agree that the shared use of the aforementioned services benefits each public entity equally; and

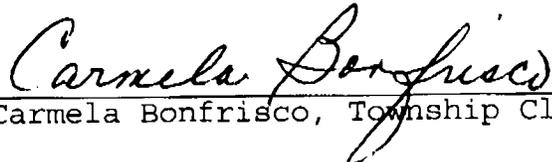
WHEREAS, Medford Lakes shall pay Evesham for the provision of Tax Assessor services as defined in the Shared Services Agreement, attached hereto and made a part hereof; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, that the Mayor and Township Clerk be and are hereby authorized to execute this Shared Services Agreement with the Borough of Medford Lakes.

I HEREBY CERTIFY that the foregoing Resolution is a true copy of a Resolution adopted by the Township Council of the Township of Evesham, at a meeting held on the 18th of May, 2010.


Carmela Bonfrisco, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
CROFT			✓			
HACKMAN		✓	✓			
HOWARTH	✓		✓			
MCKENNA			✓			
MAYOR BROWN			✓			

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF EVESHAM
AND THE BOROUGH OF MEDFORD LAKES**

THIS AGREEMENT is entered the latter of the two dates on the signature page by and between **THE TOWNSHIP OF EVESHAM**, a municipal corporation of the State of New Jersey (referred to as "Provider"); and **THE BOROUGH OF MEDFORD LAKES**, a municipal corporation of the State of New Jersey; (referred to as "Recipient").

WITNESSETH, that the Provider and the Recipient agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

The parties acknowledge that the Tax Assessor shall be an employee of the Provider who shall be responsible for his/her salary and benefits. The Provider shall be responsible for payment of any and all benefits with respect to that employee.

B. Responsibility.

At all times, the Provider shall maintain responsibility for and control over the Tax Assessor hired to provide the service. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through the Provider.

C. Supervision

The Tax Assessor furnished by the Provider shall be responsible for compliance with all state statutes governing municipal tax assessment.

D. Designation as Tax Assessor

As a condition of this shared services agreement, the MEDFORD LAKES Borough Governing Body shall name the Evesham Township Tax Assessor to be the MEDFORD LAKES Borough Tax Assessor, effective May 1, 2010 at a Public Meeting of the said governing body.

ARTICLE II: ACTIVITIES

A. Services to be Performed

The Provider will provide to the Recipient a Tax Assessor, to fulfill all statutory duties required of a municipal Tax Assessor.

B. Hours of Service

The Tax Assessor shall be available during the regular business hours of the Township of Evesham during which time the Tax Assessor will fulfill the duties identified in this agreement on behalf of the Recipient. Additionally, the Tax Assessor will be available by appointment in the Borough of Medford Lakes.

C. Place of Operation

The Tax Assessor shall work in the Evesham Township Municipal Building.

D. Maintenance of Records

All records produced by the Tax Assessor on behalf of MEDFORD LAKES Borough shall be retained by the Provider.

ARTICLE III: EMPLOYEES

A. Personnel

The Provider shall provide, and the Recipient shall utilize, Mr. Blackwell Albertson to perform the duties of Tax Assessor for MEDFORD LAKES. Mr. Albertson shall continue to be employed under the tenure rights granted by Provider pursuant to NJSA 40A:9-150 regardless of the future status of the agreement.

ARTICLE IV: FUNDING

A. Recipient shall pay the Provider the sum of \$1,915 per month for the balance of calendar year 2010.

Recipient shall pay the Provider the sum of \$23,000 for calendar year 2011.

Recipient shall pay the Provider the sum of \$23,500 for calendar year 2012.

Recipient shall pay the Provider the sum of \$24,000 for calendar year 2013.

B. Payment by Recipients to Provider

The Recipient shall provide sufficient funds in their budget to cover contract costs. The Recipient shall provide payment for the service charges, based on the figures shown under Article IV, Section A. Payment will be made on a monthly basis upon execution of the contract.

ARTICLE V: DURATION OF CONTRACT, TERMINATION & AMENDMENT

A. Duration

Duration of the agreement shall be for a period beginning on May 1, 2010, and terminating on December 31, 2013.

B. Termination

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

ARTICLE VI: INDEMNIFICATION & DEFENSE OF PERSONNEL

The recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, so long as the actions upon which the demand or claim or assertion of liability, are founded to have been performed in the course of carrying out official duties on

behalf of the Recipient and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

TOWNSHIP OF EVESHAM

Mayor

Clerk

Dated: _____

BOROUGH OF MEDFORD LAKES

Mayor

Clerk

Dated: _____

INTERLOCAL SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF EVESHAM AND THE BOROUGH OF MEDFORD LAKES

THIS AGREEMENT is entered the latter of the two dates on the signature page by and between **THE TOWNSHIP OF EVESHAM**, a municipal corporation of the State of New Jersey (referred to as "Provider"); and **THE BOROUGH OF MEDFORD LAKES**, a municipal corporation of the State of New Jersey; MEDFORD LAKES shall be referred to as "Recipient".

WITNESSETH, that the Provider and the Recipient agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

The parties acknowledge that the Tax Assessor shall be an employee of the Provider who shall be responsible for his/her salary and benefits. The Provider shall be responsible for payment of any and all benefits with respect to that employee.

B. Responsibility.

At all times, the Provider shall maintain responsibility for and control over the Tax Assessor hired to provide the service. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through the Provider.

C. Supervision

The Tax Assessor furnished by the Provider shall be responsible for compliance with all state statutes governing municipal tax assessment.

D. Designation as Tax Assessor

As a condition of this interlocal services agreement, the MEDFORD LAKES Borough Governing Body shall name the Evesham Township Tax Assessor to be the MEDFORD LAKES Borough Tax Assessor, effective May 1, 2010 at a Public Meeting of the said governing body.

ARTICLE II: ACTIVITIES

A. Services to be Performed

The Provider will provide to the Recipient a Tax Assessor, to fulfill all statutory duties required of a municipal Tax Assessor.

B. Hours of Service

The Tax Assessor shall be available during the regular business hours of the Township of Evesham during which time the Tax Assessor will fulfill the duties identified in this agreement on behalf of the Recipient. Additionally, the Tax Assessor will be available by appointment in the Borough of Medford Lakes.

C. Place of Operation

The Tax Assessor shall work in the Evesham Township Municipal Building.

D. Maintenance of Records

All records produced by the Tax Assessor on behalf of MEDFORD LAKES Borough shall be retained by the Provider.

ARTICLE III: EMPLOYEES

A. Personnel

The Provider shall provide, and the Recipient shall utilize, Mr. Blackwell Albertson to perform the duties of Tax Assessor for MEDFORD LAKES. Mr. Albertson shall continue to be employed under the tenure rights granted by Provider pursuant to NJSA 40A:9-150 regardless of the future status of the agreement.

ARTICLE IV: FUNDING

A. Recipient shall pay the Provider the sum of \$1,915 per month for the balance of calendar year 2010. Recipient shall pay the Provider the sum of \$23,000 for calendar year 2011. Recipient shall pay the Provider the sum of \$23,500 for calendar year 2012. Recipient shall pay the Provider the sum of \$24,000 for calendar year 2013.

B. Payment by Recipients to Provider

The Recipient shall provide sufficient funds in their budget to cover contract costs. The Recipient shall provide payment for the service charges, based on the figures shown under Article IV, Section A. Payment will be made on a monthly basis upon execution of the contract.

ARTICLE V: DURATION OF CONTRACT, TERMINATION & AMENDMENT

A. Duration

Duration of the agreement shall be for a period beginning on May 1, 2010, and terminating on December 31, 2013.

B. Termination

Either party may terminate its participation in the interlocal service agreement by providing written notice to the other participant, with at least ninety days advance notification.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

ARTICLE VI: INDEMNIFICATION & DEFENSE OF PERSONNEL

The recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, so long as the actions upon which the demand or claim or assertion of liability, are founded to have been performed in the course of carrying out official duties on behalf of the Recipient and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional

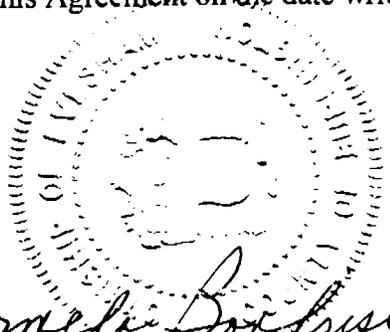
wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

TOWNSHIP OF EVESHAM



Mayor



Carmela Brusca

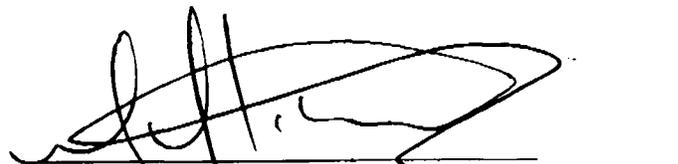
Clerk

BOROUGH OF MEDFORD LAKES



Mayor

PAUL G. WEISS



Clerk

MARK J. MESTRESIT, PRC