

WEST DEPTFORD TOWNSHIP

RESOLUTION #2017-159

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE TOWNSHIP OF LOGAN RELATIVE TO THE SERVICES OF AN ADMINISTRATOR BY AND FOR THE TOWNSHIP OF WEST DEPTFORD

WHEREAS, the Township of West Deptford requires the services of a Township Administrator; and

WHEREAS, the Township of Logan has agreed to enter into a Shared Services Agreement with the Township of West Deptford to provide the services of a shared Township Administrator to the Township of West Deptford; and

WHEREAS, the Township of Logan employs a Township Administrator; and

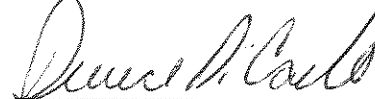
WHEREAS, the Township of Logan's Administrator will perform the duties and responsibilities for the Township of West Deptford in addition to his Administrator duties in the Township of Logan pursuant to the attached Shared Service Agreement; and

WHEREAS, the Township Committee of the Township of West Deptford has reviewed the terms and conditions of the attached Shared Services Agreement and agree to enter into same with the Township of Logan.

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of West Deptford, County of Gloucester and State of New Jersey that the Township Committee does hereby approve and authorize the execution of the attached Shared Services Agreement between the Township of West Deptford and the Township of Logan for the services of a shared Township Administrator between both municipalities.

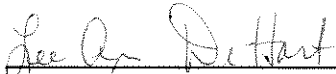
ADOPTED at the meeting of the Township Committee of the Township of West Deptford held on April 19, 2017.

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, Mayor

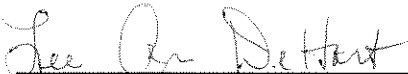
ATTEST:



Lee Ann DeHart, Registered Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Registered Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on April 19, 2017.



Lee Ann DeHart, Registered Municipal Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF LOGAN AND THE
TOWNSHIP OF WEST DEPTFORD**

THIS AGREEMENT dated April _____, 2017 is made between the TOWNSHIP OF LOGAN, Gloucester County, New Jersey ("Logan Township"), a municipal corporation of the State of New Jersey, with principal offices at 125 Main Street, Bridgeport, NJ 08014, and the TOWNSHIP OF WEST DEPTFORD, Gloucester County, New Jersey ("West Deptford Township"), a municipal corporation of the State of New Jersey, with principal offices at 400 Crown Point Road, West Deptford, New Jersey 08086.

WITNESSETH

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

WHEREAS, Logan Township and West Deptford Township are local units as defined by N.J.S.A. 40A:65-3; and

WHEREAS, Logan Township and West Deptford Township have concluded that the residents of each municipality will benefit from the sharing of certain defined services, and

WHEREAS, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to this Agreement; and

WHEREAS, the proper and respective officials of the local units were authorized to execute this Shared Services Agreement pursuant to the adoption of Resolutions of their respective entities.

NOW, THEREFORE, and in consideration of the mutual promise set forth herein, the parties hereto agrees as follows:

1. **PURPOSE**

The parties agree that this Agreement shall provide for a sharing or receiving of certain services and/or resources, and for the compensation, more particularly described on Schedule "A" attached hereto.

2. **TERM**

The services to be furnished by this Agreement shall commence April ____, 2017. Pursuant to N.J.S.A. 40A:65-7a(4), this Agreement shall continue in effect for five (5) years from that date, unless properly terminated beforehand by the parties as provided below. This Agreement may be extended beyond the five (5) year term upon the written agreement of both parties.

3. **PROVISION OF SERVICES**

a) For purposes of this Agreement, any party performing services for or on behalf of the other party shall be deemed to be an agent of the non-performing party and said performing party shall have the full powers of performances and maintenance of the services contracted for and full powers to undertake any ancillary operations reasonably necessary or convenient to carry out its duties and obligations under this Agreement. However, no party hereto shall be liable for the cost of acquisition, construction or maintenance of any capital facility or equipment acquired by the performing party unless specifically provided for in this Agreement or any subsequent amendment hereto.

b) If any party performing any service contemplated by this Agreement utilizes the services of a private contractor to perform any or all of the services covered by this Agreement, such party shall be required to award the work to be performed by the private contractor in full accordance with the "Local Public Contracts Law", N.J.S.A. 40A:11-1, et seq.

c) Any services to be provided under this Agreement must be authorized via Resolution by the Logan Township Council and West Deptford Township Committee, prior to the actual provision of the service provided.

4. **COMPENSATION**

a) The parties hereto agree that the services described in Schedule "A" attached hereto shall be provided pursuant to the terms and conditions of this Agreement.

b) The performing party shall prepare and submit invoices setting forth services provided. In the case of an ongoing service, an invoice shall be prepared and submitted on a monthly basis.

c) All properly presented invoices shall be paid within sixty (60) days of submission.

d) In the event the non-performing party fails to make any payment within sixty (60) days of submission, the performing party shall serve a written notice of default on the non-performing party. If the non-performing party fails to cure such default within thirty (30) days after receipt of notice, interest shall accrue at the rate of one and one-half percent (1-1/2%) per month on all outstanding amounts.

e) The parties shall have the right to negotiate on a project by project basis for the provision of any service not described in Schedule "A". Any such negotiated agreement must be agreed upon in writing by the parties, and must be authorized and included in the current adopted budget and capital program.

f) Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and other documents as one necessary to fully disclose to the other party or its authorized representatives, upon auditor

reviews, sufficient information to determine compliance with the Agreement or any applicable laws or regulations. Each party shall have the right to inspect these records upon reasonable notice to the other party.

5. **INDEMNIFICATION**

The performing party shall indemnify, hold harmless and defend the non-performing party, its elected and appointed officials, employees, officers and agents against all liability, claims, suits, losses, damages, costs and demands on account of bodily injury, death or property damage, arising out of or connected with the performance of any service authorized by this Agreement.

6. **NOTICES**

All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested, to the following persons:

AS TO LOGAN TOWNSHIP:

Township of Logan, Administrator, 125 Main Street, P.O. Box, 314,
Bridgeport, New Jersey 08014-0314, with a copy to the Municipal Clerk

AS TO THE WEST DEPTFORD TOWNSHIP:

West Deptford Township Municipal Clerk, Municipal Building, 400 Crown Point
Road, West Deptford, New Jersey.

7. **ENTIRE AGREEMENT/AMENDMENTS**

The parties acknowledge and agree that this writing constitutes the only and entire Agreement between the parties and supersedes any prior written agreements, and shall be authorized by Resolution adopted by the governing bodies of Logan Township and West Deptford Township.

8. **INTERPRETATION/CONSTRUCTION**

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

9. **DISPUTE RESOLUTION**

Any dispute arising out of this Agreement shall be submitted for arbitration to the American Arbitration Association to be adjudicated pursuant to the rules and procedures of that organization. All decisions of the Arbitrators shall be binding upon the parties and may be docketed in any Court of competent jurisdiction as provided by Court Rule.

10. **ASSIGNMENT**

The rights, duties and obligations of this Agreement may not be assigned without either party's prior written consent.

11. **NON-WAIVER**

It is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either party shall not constitute a waiver of those provisions.

12. **SEVERABILITY**

If any provision or provisions of this Agreement is determined to be invalid or contrary to New Jersey law, only those provisions shall be struck and the remaining provisions of this Agreement shall survive.

13. **FUNDING**

This Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided.

14. **FORCE MAJEUR**

In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strikes or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation provided a reasonable extension to complete the obligation or service.

15. **TERMINATION**

This Agreement shall expire on March ____, 2022, unless extended beyond or terminated before that date upon prior mutual agreement of the parties. The Agreement may be terminated by either party upon ninety (90) days prior written notice.

16. **INDEPENDENT PUBLIC AGENCIES**

The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public agency, separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.

17. **PROPERTY AUTHORITY**

The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate resolution of each entity.

IN WITNESS WHEREOF, each party has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each party acknowledges that said execution has been duly authorized by a proper Resolution of the governing body.

ATTEST:

TOWNSHIP OF LOGAN

LINDA L. OSWALD, Clerk

FRANK W. MINOR, Mayor

Dated: April _____, 2017

ATTEST:

TOWNSHIP OF WEST DEPTFORD



LEE ANN DeHART, Clerk



DENICE DiCARLO, Mayor

Dated: April 19, 2017

SCHEDULE A

Provider: Logan Township.
Recipient: West Deptford Township
Service: Township Administrator services

Through December 31, 2017

Monthly Rate: \$5,500.00 per month

January 1 – December 31, 2018

Monthly Rate: \$8,000.00 per month

January 1 – December 31, 2019

Monthly Rate: \$8,000.00 per month

January 1 – December 31, 2020

Monthly Rate: \$8,000.00 per month

January 1, 2021 – March , 2022

Monthly Rate: \$8,000.00 per month