

LOCAL GOVT SERVICES  
2017-873 3:34

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**

RECEIVED

**COVER SHEET**

PROVIDER: County of Middlesex COUNTY: Middlesex

RECIPIENT: Township of Old Bridge COUNTY: Middlesex

**BRIEF DESCRIPTION OF SERVICE:**

Authorizing + Approving Shared Service Agreement between Township of Old Bridge and OB Board of Education For Municipal Alliance Coordination

EFFECTIVE DATE: 6-30-17

EXPIRATION DATE: 6-30-22

ESTIMATED COST SAVINGS TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \_\_\_\_\_

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

***Be it Resolved,*** by the Township Council of the Township of Old Bridge,  
County of Middlesex, New Jersey, that:

**RESOLUTION NO. 341-17**

**RESOLUTION AUTHORIZING AND APPROVING SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIP OF OLD BRIDGE AND OLD BRIDGE BOARD OF EDUCATION FOR  
MUNICIPAL ALLIANCE COORDINATOR**

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Township Council of the Township of Old Bridge, County of Middlesex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society among persons of all ages; and

WHEREAS, the Township Council of the Township of Old Bridge further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, THE Township submitted a strategic plan to the State and it was approved by Resolution on January 25, 2016; and

WHEREAS, the Board of Education is in need of the services of a Municipal Alliance Coordinator for the Prevention of Substance Abuse and the Township of Old Bridge is in need of a Municipal Alliance Coordinator for the prevention of Substance Abuse and related services for the financial benefit of both organizations; and

WHEREAS, the Township and the Board of Education by sharing its personnel to provide Municipal Alliance services to the Old Bridge Board of Education and the Township of Old Bridge it will be beneficial to both organizations economically; and

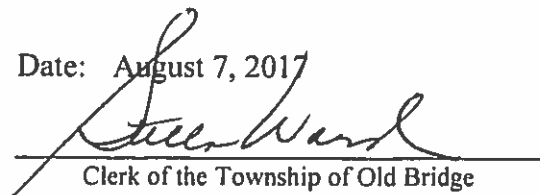
WHEREAS, in the spirit of intra-municipal cooperation, and in furtherance of the principles underlying the act, the Township and the Board of Education (collectively, the "parties") have negotiated an Agreement for the shared provision of the services within their respective organizations; and

I certify the following to be a true and correct resolution regularly passed at a meeting of the Township Council of the Township of Old Bridge



Brian J. Cahill, Council President

Date: August 7, 2017



Clerk of the Township of Old Bridge

***Be it Resolved,*** by the Township Council of the Township of Old Bridge,  
County of Middlesex, New Jersey, that:

**RESOLUTION 341-17 2/2**

WHEREAS, pursuant to N.J.S.A. 40A:65-5, this Agreement will take effect upon adoption of an appropriate Resolution by both entities authorizing the agreement and upon execution of said agreement; and

WHEREAS, the agreement is in the best interest of the parties hereto and the residents of Old Bridge Township who utilize this program.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Old Bridge, County of Middlesex and State of New Jersey that the Shared Services Agreement between the Old Bridge Board of Education and the Township of Old Bridge for Municipal Alliance Coordinator be and is hereby approved and the Mayor and Clerk are hereby authorized to execute said agreement on behalf of the Township of Old Bridge with the Old Bridge Board of Education for the shared services referenced hereinabove.

BE IT FURTHER RESOLVED that the agreement shall take effect upon execution of said agreement by the parties in accordance with N.J.S.A 40A:65-5(c).

BE IT FURTHER RESOLVED that a copy of this resolution and agreement shall be forwarded to the Director of the Division of Local Government Services in accordance with N.J.S.A. 40A:65-4 (3) b and the Old Bridge Township Board of Education.

Moved by Councilwoman Sohor, seconded by President Cahill and so ordered on the following roll call vote:

AYES: Councilmembers Dungee, Greenberg-Belli, Greene, Mollis, Panos, Rosencranz,  
Sohor, Walker, President Cahill

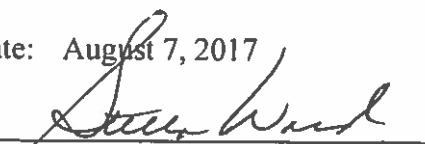
NAYS: None.

I certify the following to be a true and correct  
resolution regularly passed at a  
meeting of the Township Council of the  
Township of Old Bridge



Brian J. Cahill, Council President

Date: August 7, 2017

  
Clerk of the Township of Old Bridge

**SHARED SERVICES AGREEMENT FOR  
MUNICIPAL ALLIANCE EMPLOYEE**

**THIS SHARED SERVICES AGREEMENT** made this       <sup>st</sup> day of                   , 2017,  
by and between:

**THE TOWNSHIP OF OLD BRIDGE**, a municipal corporation of the State of New Jersey, whose business offices are located at One Old Bridge Plaza, Old Bridge New Jersey 08857, and which shall hereinafter be referred to as the "*Township*,"

AND

**THE OLD BRIDGE BOARD of EDUCATION**, whose business offices are located at Patrick A. Torre Administration Building, 4207 Highway 516, Matawan, NJ 07747 referred to as the Board of Education "**BOE**."

**WHEREAS**, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, the Township and the BOE wish to jointly employ an individual to provide services to both parties via the Municipal Alliance; and

**WHEREAS**, in the spirit of intra-municipal cooperation, and in furtherance of the principles underlying the Act, the parties have negotiated an Agreement for the shared provision of the services within their respective jurisdictions; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, this Agreement will take effect upon adoption of an appropriate Resolution by both entities authorizing contract and upon execution of said contract; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-6, Old Bridge Township is designated as the primary employer of staff providing the services as outlined in this Agreement; and

**WHEREAS**, the terms and conditions of this undertaking are set forth below; and

**WHEREAS**, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and terms herein contained, the parties agree as indicated below.

1. The BOE and the Township shall, in cooperation, employ an individual to coordinate and perform the functions of the Old Bridge Municipal Alliance, which individual shall have credentials and experience acceptable to both parties.


2. The BOE and the Township shall equally share all expenses for the employment of said individual, including salary, FICA, medicare and all health insurance costs not contributed by the employee pursuant to law.
3. It is the parties' mutual anticipation that the total costs, net of the Municipal Alliance Grant, of employment of the individual under the terms of this agreement shall not exceed seventy thousand dollars (\$70,000.00) in any year. Neither party shall have the authority to commit the other to aggregate annual expenses under this agreement in excess of thirty-five thousand dollars (\$35,000.00), without further discussions and negotiation of written amendments to this agreement.
4. It is understood and agreed that all services performed in furtherance of the mission of the Municipal Alliance inure to the mutual benefit of the BOE and the Township, and that no division or allocation of services performed for each party is necessary or appropriate as part of this agreement.
5. The Township shall serve as the contracting agency/lead agency, as follows:
  - a. The Township will be the employer of the individual, and in the event that the individual currently in the position is terminated or resigns from said position, the Township will coordinate the interview and hiring process for a replacement.
  - b. The Township will provide all payroll and other personnel services / functions regarding the employee.
  - c. The BOE and the Township shall be responsible for providing the employee with necessary and appropriate office equipment, supplies, workspace and other peripheral items on an as-needed basis while the employee is working for each.
6. The employee shall maintain a written record of projects/initiatives undertaken, and shall report on same in writing to the Mayor and to the Superintendent on a periodic basis.
7. From the effective date of this agreement through June 30, 2018, the employee's annual compensation shall be as follows:

Salary:	\$ 43,836.00
Social Security:	\$ 3,353.45
Health Benefits:	\$ 31,482.12
(employee contribution)	\$ (2,203.75)
Pension:	\$ 5,659.23
Total Compensation	\$ 82,127.05
Municipal Alliance Grant:	\$(18,662.00)
Net Total	\$63,465.05
50% paid by each party:	\$31,732.53

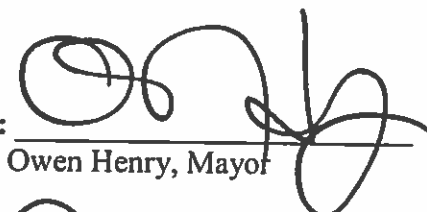
8. The employee shall have a 12-month work year, and shall be eligible for enrollment in PERS, but shall not be eligible for tenure.
9. This agreement shall take effect immediately upon execution by the governing bodies of both parties, and shall remain in effect through June 30, 2018. As permitted by N.J.S.A. 40A:65-1, this agreement shall automatically renew on a year-to-year basis for a period of five (5) years, through June 30, 2022. The parties shall confer on an annual basis, not later than April 30, regarding the terms and conditions of employment for the Municipal Alliance employee. The parties shall each take formal action thereafter to approve the renewal and compensation of the employee for the upcoming year.
10. This agreement is binding upon the parties and their successors, may not be changed orally, and may only be modified or amended by a written statement signed by both parties.
11. Either party may terminate this agreement only after the provision of written notice to the other party ninety (90) days' prior to such termination.
12. Pursuant to N.J.S.A. 40:8A-6(b), the parties agree that any disputes which may arise between them relating to the services to be provided under this Agreement shall be referred to binding arbitration, if the parties are not able to resolve such disputes between themselves. The parties agree to split the costs related to such binding arbitration equally.
13. This agreement may be executed in counterparts, and each copy with accompanying original signatures shall be deemed to be an original document.

**IN WITNESS WHEREOF**, the authorized representatives of the parties enter this agreement on the date first written above.


**ATTEST:**

  
 \_\_\_\_\_  
 Stella Ward, Township Clerk  
 9/8/2017

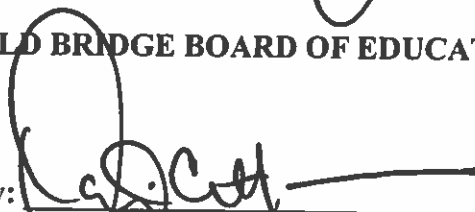
**OLD BRIDGE TOWNSHIP**

By:   
 \_\_\_\_\_  
 Owen Henry, Mayor

**ATTEST:**

  
 \_\_\_\_\_  
 Joseph J. Marra, School Business  
 Administrator / Board Secretary

**OLD BRIDGE BOARD OF EDUCATION**

By:   
 \_\_\_\_\_  
 David C. Cittadino,  
 Superintendent of Schools