

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Montville COUNTY: Morris

RECIPIENT: Borough of Lincoln Park COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

| |
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| Tax Assessor Services |
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EFFECTIVE DATE: Feb 1, 2016

EXPIRATION DATE: Dec 31, 2016

Please submit this cover sheet with shared service agreement either via email to EKG@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.

TOWNSHIP OF MONTVILLE

RESOLUTION NO. 2016 -

RESOLUTION OF THE TOWNSHIP OF MONTVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN INTERLOCAL SHARED SERVICES AGREEMENT WITH THE BOROUGH OF LINCOLN PARK FOR THE PROVISION OF TAX ASSESSOR SERVICES

WHEREAS, Lincoln Park Borough has a need for a Tax Assessor; and

WHEREAS, the Tax Assessor for Montville Township, Christopher Lauver ("Tax Assessor"), is a New Jersey Certified Tax Assessor; and

WHEREAS, Christopher Lauver is available to assist Lincoln Park Borough with its tax assessment needs; and

WHEREAS, in enacting the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et seq., the New Jersey Legislature has permitted municipalities to enter into agreements to provide or receive services to/from one another as a means to reduce municipal expenses; and

WHEREAS, accordingly, Montville Township and Lincoln Park desire to enter into this Interlocal Shared Services Agreement ("Agreement") through which Christopher Lauver shall serve as Tax Assessor for Montville Township and Lincoln Park Borough.


NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Montville, in the County of Morris, and State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute an Interlocal Agreement with the Borough of Lincoln Park for Tax Assessor services; and

BE IT FURTHER RESOLVED that the Interlocal Agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement.

This Resolution shall take effect immediately.

Adopted: January 26, 2016


Gertrude Atkinson, Township Clerk


James Sandham, Jr., Mayor

RESOLUTION R16-70

RESOLUTION OF THE BOROUGH OF LINCOLN PARK, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN INTERLOCAL SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF MONTVILLE FOR THE PROVISION OF TAX ASSESSOR SERVICES

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WHEREAS, Christopher Lauver is available to assist Lincoln Park Borough with its tax assessment needs; and

WHEREAS, in enacting the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et seq., the New Jersey Legislature has permitted municipalities to enter into agreements to provide or receive services to/from one another as a means to reduce municipal expenses; and

WHEREAS, accordingly, Montville Township and Lincoln Park desire to enter into this Interlocal Shared Services Agreement ("Agreement) through which Christopher Lauver shall serve as Tax Assessor for Montville Township and Lincoln Park Borough.


NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Lincoln Park, in the County of Morris, and State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute an Interlocal Agreement with the Township of Moutville for Tax Assessor services; and

BE IT FURTHER RESOLVED that the Interlocal Agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement.

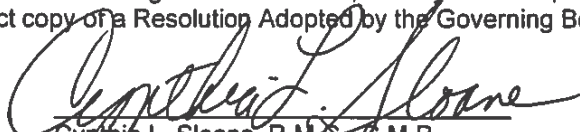
This Resolution shall take effect immediately.


Raymond T. Kerwin Council President

ATTEST:


Cynthia L. Sloane, R.M.C., C.M.R
Borough Clerk

I, Cynthia L. Sloane, Borough Clerk of the Borough of Lincoln Park, County of Morris, do hereby Certify the foregoing to be a true and correct copy of a Resolution Adopted by the Governing Body at the February 1, 2016 Work Meeting.


Cynthia L. Sloane, R.M.C., C.M.R
Borough Clerk
BOROUGH OF LINCOLN PARK

Cc: Kerry Geisler
Judy Waters
Montville Township
Christopher Lauver
File copy

**INTERLOCAL SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF
MONTVILLE AND THE BOROUGH OF LINCOLN PARK FOR TAX ASSESSOR**

THIS AGREEMENT is made and entered into this 27th day of January,
2016 by and between:

THE TOWNSHIP OF MONTVILLE

a municipal corporation of the State of New Jersey
with offices located at 195 Changebridge Road,
Montville, New Jersey 07045

(hereinafter "Provider")

AND

THE BOROUGH OF LINCOLN PARK

a municipal corporation of the State of New Jersey
with offices located at 34 Chapel Hill Road,
Lincoln Park, New Jersey 07035

(hereinafter "Recipient")

WHEREAS, Lincoln Park Borough has a need for a Tax Assessor; and

WHEREAS, the Tax Assessor for Montville Township, Christopher Lauver ("Tax Assessor"), is a New Jersey Certified Tax Assessor; and

WHEREAS, Christopher Lauver is available to assist Lincoln Park Borough with its tax assessment needs; and

WHEREAS, in enacting the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et seq., the New Jersey Legislature has permitted municipalities to enter into agreements to provide or receive services to/from one another as a means to reduce municipal expenses; and

WHEREAS, accordingly, Montville Township and Lincoln Park desire to enter into this Interlocal Shared Services Agreement ("Agreement) through which Christopher Lauver shall serve as Tax Assessor for Montville Township and Lincoln Park Borough.

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent & Services to be Performed

1. The Provider shall furnish a licensed Tax Assessor to the Recipient, who shall serve as Tax Assessor in accordance with N.J.S.A. 54:1-35.25 et seq. and 40A:9-146 et seq. and all applicable State and local statutes, regulations, codes and ordinances.
2. Services requested by the Recipient to fill an emergency need not included in the scope of services otherwise provided for in this agreement or necessary in excess of the anticipated contracted amount shall be provided by Provider, and shall be paid for by the Recipient at the customary charge rate schedule of the Provider.

3. Provider shall designate the Tax Assessor. The Tax Assessor shall perform all the obligations and responsibilities of Tax Assessor for Lincoln Park Borough as if he were employed by Lincoln Park Borough in that capacity on a permanent basis, including but not limited to, Compliance with the New Jersey Statutes, the Assessment and Collection of Taxes, the Local Government Ethics Law, the Open Public Records Act and the Open Public Meetings Act. The Tax Assessor shall perform such duties with fidelity and integrity. The Tax Assessor shall observe appropriate confidentiality in the performance of his duties and shall comply with all applicable provisions of the Lincoln Park Administrative Code.
4. Lincoln Park Borough shall furnish the Tax Assessor with office supplies, equipment and space necessary to perform the services delineated herein.

B. Responsibility

1. At all times, the Provider shall maintain responsibility for and control over the Tax Assessor. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Township Administrator of the Provider, as appropriate, shall handle any public comments involving the Tax Assessor.

D. Tax Assessor Schedule, Salary and Benefits

1. The Tax Assessor shall work the following schedule:

Township of Montville: Mon./Wed./Fri., 8:30 a.m. - 4:30 p.m.
Borough of Lincoln Park: Tues./Thurs., 8:00 a.m. - 4:00 p.m.

The Tax Assessor's schedule shall be amended only after receiving written approval from both the Montville Township administration and the Lincoln Park Borough administration.

2. The parties understand and agree that the Tax Assessor is hereby entitled to fifteen (15) days of paid sick time annually, twelve (12) days of paid vacation time annually and three (3) personal days annually. The sick time, vacation time and personal days to be received by the Tax Assessor shall be prorated for 2016. Requested vacation time shall be coordinated between Montville Township and Lincoln Borough.
3. The parties shall split the costs of the salary, health, dental vision, workers compensation insurance, pension, Medicare and social security as follows:

Montville Township: 60%
Lincoln Borough: 40%

ARTICLE II: PAYMENTS & COMPENSATION

- A. In consideration of the faithful performance by the Provider of its agreement herein, the Recipient covenants and agrees to pay the Provider on a monthly basis at the rate of \$4,931 per month, for the period from February 1, 2016 through December 31, 2016 which shall be the period of this contract. It is understood and agreed that the parties shall evaluate the costs associated with the Agreement for a possible future term during the fourth (4th) quarter of 2016 (October 2016 – December 2016).

ARTICLE III: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION; INSURANCE

A. Term

1. It is understood and agreed by and between the parties hereto that this contract shall be for a period of eleven (11) months, beginning February 1, 2016 and terminating on December 31, 2016.

B. Termination & Renegotiation

1. Either party may terminate this contract by giving written notice to the other municipality at least thirty (30) days prior to termination, delivered to the Recipient and to the Provider at their respective municipal buildings, and to the New Jersey Department of Community Affairs.
2. This parties may renegotiate this agreement sixty (60) days prior to its termination date of December 31, 2016.

C. Insurance: Indemnification

1. The Provider shall maintain in full force and effect during the term of this Agreement, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

ATTEST:

BY: Gertrude Atkinson
Gertrude Atkinson, Township Clerk

ATTEST:

Cynthia L. Sloane
BY: Cynthia L. Sloane, Municipal Clerk

TOWNSHIP OF MONTVILLE

BY: James Sandham, Jr.
James Sandham, Jr., Mayor
Dated: 1/26/16

BOROUGH OF LINCOLN PARK

David A. Runfeldt
BY: David A. Runfeldt, Mayor
Dated: