

DIVISION OF LOCAL GOVERNMENT SERVICES  
SHARED SERVICES AGREEMENT  
COVER SHEET

PROVIDER: BOROUGH OF AUDUBON COUNTY: CAMDEN

RECIPIENT: BOROUGH OF DAK/IVU COUNTY: CAMDEN

BRIEF DESCRIPTION OF SERVICE:

TAX ASSESSOR

EFFECTIVE DATE: July 1, 2014

EXPIRATION DATE: July 1, 2016

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.

**A SHARED SERVICES AGREEMENT BY AND BETWEEN  
THE BOROUGH OF OAKLYN AND THE BOROUGH OF  
AUDUBON RELATIVE TO THE SERVICES OF A  
CERTIFIED TAX ASSESSOR BY AND FOR THE  
BOROUGH OF OAKLYN**

**THIS DOCUMENT** constitutes an Shared Services Agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., entered into by and between the Borough of Oaklyn, a body politic and corporate of the State of New Jersey, with offices located at 500 White Horse Pike, Oaklyn, New Jersey 08107 (Oaklyn), and the Borough of Audubon, a body politic and corporate of the State of New Jersey, with offices located at 606 West Nicholson Road, Audubon, New Jersey 08106 (Audubon). The date of the execution of this Agreement is the   1   day of July, 2014.

**W I T N E S S E T H**

**WHEREAS**, the Borough of Oaklyn (hereinafter “Oaklyn”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the Borough of Audubon (hereinafter “Audubon”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the Borough of Audubon has in its employ a certain individual known as Douglas Kolton who has been appointed by Audubon as the Certified Tax Assessor for the Borough of Audubon; and

**WHEREAS**, Douglas Kolton (hereinafter “Kolton”) is a licensed Certified Tax Assessor in the State of New Jersey pursuant to N.J.S.A. 54:1-1 (“New Jersey Tax Code”) and the regulations promulgated thereunder (“Regulations”); and

**WHEREAS**, Audubon has agreed to permit Kolton to act as the Certified Tax Assessor in the Boroughs of Oaklyn, in addition to the duties assigned by Audubon to Kolton as an employee of Audubon; and

**WHEREAS**, Oaklyn has agreed to pay Audubon the sum of Eleven Thousand (\$11,000.00) for twelve (12) months commencing July 1, 2014, to be paid in accordance with the payment schedule set forth below; and

**WHEREAS**, Oaklyn and Audubon intend by virtue of this document to set forth the terms and conditions of this Agreement; and

**WHEREAS**, the proper and respective municipal officials were authorized to execute this Interlocal Services Agreement pursuant to Resolutions of their respective Councils, attached hereto and made a part of this Agreement; and

**NOW, THEREFORE, AND IN CONSIDERATION** of the mutual promises set forth herein, the parties hereto agree as follows:

**1. TERM**

This Agreement shall be for a period of two (2) years, commencing on July 1, 2014, shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

**2. CERTIFIED TAX ASSESSOR**

Kolton shall perform all of the duties of the Certified Tax Assessor in the Boroughs of Oaklyn and Audubon, who shall provide to Kolton a suitable office and equipment necessary to perform said task. Kolton shall advise Oaklyn and Audubon, respectively, of the days and hours that he will serve in Oaklyn and Audubon, respectively, in order to complete all duties required of a Certified Tax Assessor during the term of this engagement.

**3. ALLOCATION OF PAYMENTS**

Oaklyn shall pay to Audubon the sum of the sum of Eleven Thousand, (\$11,000.00) in equal payments of Two Thousand, Seven Hundred Dollars (\$2,750), due on March 15, June 15, September 15 and December 15 of the specific calendar year. Payments are to be made within fifteen (15) days of receipt of a voucher from Audubon. This figure is inclusive of salary and all other costs which are related to his employment.

**4. EMPLOYMENT STATUS**

It is acknowledged by Oaklyn, Audubon and Kolton that Kolton shall not be an employee of Oaklyn, but in fact shall be an employee of Audubon and any payments made hereunder by Oaklyn to Audubon shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

Kolton acknowledges that in the event of a termination of this Agreement by any or all of the parties, he will not be paid any sum in excess of the salary committed by Audubon for the Certified Tax Assessor's salary. Kolton further waives and relinquishes any right that he may have against Audubon for additional compensation pursuant to any statute or regulation other than the compensation as set forth above.

Oaklyn and Audubon herein acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Kolton during the term of this Agreement. The parties, at their option, shall either replace Kolton immediately with a licensed Certified Tax Assessor in the State of New Jersey acceptable to all parties or any or all of the parties may seek any other means of replacement consistent with the laws of the State of New Jersey.

**5. AUDIT**

Pursuant to the Single Audit Act of 1984, Audubon agrees to permit Oaklyn and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

**6. INDEMNIFICATION**

Oaklyn shall indemnify, hold harmless and defend Audubon, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

Audubon shall indemnify, hold harmless and defend Oaklyn, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

**7. NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Audubon to the Borough Clerk, Borough of Audubon, 606 West Nicholson Road, Audubon, New Jersey 08106; and for the Borough of Oaklyn to the Borough Clerk, Borough of Oaklyn, 500 White Horse Pike, Oaklyn, New Jersey 08107.

**8. 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 hereto.

**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 contract.

**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 are no side or oral Agreements relating to this undertaking set forth herein.

**F. Assignability**

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

**G. Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

**H. Funding**


In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

**I. Waiver**

It is understood and agreed by the parties that a 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.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

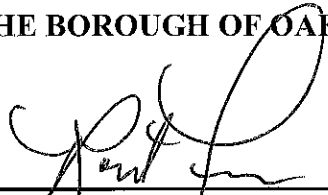
**THE BOROUGH OF AUDUBON**

BY:   
\_\_\_\_\_  
JOHN J. WARD, Mayor

ATTEST:

  
\_\_\_\_\_  
BONNIE L. TAFT, BOROUGH CLERK

**THE BOROUGH OF OAKLYN**

BY:   
\_\_\_\_\_  
ROBERT FORBES, Mayor

ATTEST:

  
\_\_\_\_\_  
BONNIE L. TAFT, BOROUGH CLERK

**DOUGLAS KOLTON, C.T.A.  
CERTIFIED TAX ASSESSOR**

  
**BY: \_\_\_\_\_  
DOUGLAS KOLTON**

**DATED: 7/22/14**