

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Andover COUNTY: Sussex

RECIPIENT: Sandyston Township COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Part Time Land Use Administrator
Part Time Planning Board Secretary
Part Time Zoning Officer

EFFECTIVE DATE: 01/01/2015

EXPIRATION DATE: 12/31/2015

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

SHARED SERVICE AGREEMENT

BETWEEN

**THE BOROUGH OF ANDOVER AND
THE TOWNSHIP OF SANDYSTON**

**FOR LAND USE ADMINISTRATOR, PLANNING BOARD SECRETARY
AND ZONING OFFICER**

THIS AGREEMENT is entered the last of the dates on the signature page by and between:

THE BOROUGH OF ANDOVER a municipal corporation of the State of New Jersey (referred to as "Provider"); and,

THE TOWNSHIP OF SANDYSTON a municipal corporation of the State of New Jersey (referred to as "Recipient"); and,

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

ARTICLE I: SCOPE OF SERVICE

A. Designation as General Agent

1. The Provider is designated as the agent of the Recipient, to furnish it with Land Use Administrator, Planning Board Secretary and Zoning Officer services.
2. Additional municipalities may be added as new participants at the sole discretion of the Provider. The addition of new participants shall not affect the level of services being provided to Recipient. Any additions shall be by amendment to the existing Agreement; however, Provider shall not be prohibited from entering into separate agreement(s) to provide similar services to other municipality as long as such other agreement(s) do not result in a reduction of the service to be provided under this Agreement.

B. Services to be Provided

The Provider shall provide a Part-Time Land Use Administrator, Part-Time Planning Board Secretary and Part-Time Zoning Officer, to adequately and efficiently perform the services required under this Shared Service Agreement. The Land Use Administrator, Planning Board Secretary and Zoning Officer shall be responsible for the proper administration of Land Use Administration and Planning Board administration and Zoning administration for the Recipient, including administering municipal compliance with the state statutes governing Shared Service Agreements. Provider reserves the right to seek additional compensation for any extraordinary or unanticipated services or requests made by Recipient to Provider.

C. Employee of Provider.

The parties acknowledge that the Land Use Administrator, Planning Board Secretary and Zoning Officer shall be the employee of the Provider. The Provider shall be responsible for salary and benefits of the Land Use Administrator, Planning Board Secretary and Zoning Officer. Recipient shall pay Provider as set forth in Article IV.

ARTICLE II: PROVISION OF SERVICES

A. Hours of Operation.

The Land Use Administrator, Planning Board Secretary and Zoning Officer shall be available for consultation during normal business hours at the Borough of Andover and shall also maintain office hours at the Municipal Building of the Recipient one (1) day per week as may be mutually agreed to by the parties (with exception of three weeks – one day per week – to accommodate vacation plans of Provider’s employee). If the designated day for the Land Use Administrator, Planning Board Secretary and Zoning Officer to be present at the Municipal Building of the Recipient is a holiday, the parties shall agree on an alternate day for that week. The Land Use Administrator, Planning Board Secretary and Zoning Officer shall also attend one (1) meeting per month at the Municipal Building of the Recipient which shall be scheduled so as not to conflict with Andover Borough regular Council and regular Andover Borough Planning/Zoning Board meetings.

B. Maintenance of Records.

1. The Land Use Administrator, Planning Board Secretary and Zoning Officer shall maintain records as required by State statutes. The records for services provided to Recipient shall be made available to the Recipient’s clerk and governing body as required and shall be delivered to the Recipient upon the termination of this Agreement.
2. Storage of active and inactive files shall be kept at the location designated by Recipient.

ARTICLE III: REPORTS AND MEETINGS

A. Reports.

Monthly: The Land Use Administrator, Planning Board Secretary and Zoning Officer shall furnish the Recipient with a written report of services once a month if requested. The report shall show activity for the prior month as well as such other information as reasonably requested by the Recipient’s governing body.

B. Meetings.

The Land Use Administrator, Planning Board Secretary and Zoning Officer as well as a representative of the Provider and the Recipient shall meet as necessary

to discuss any problems, needs, objectives or other matters necessary for the efficient operation of the Land Use Administrator, Planning Board Secretary and Zoning Officer.

ARTICLE IV: PAYMENTS BY THE RECIPIENT

A. Payment.

Recipient agrees to pay provider for Land Use Administrator, Planning Board Secretary and Zoning Officer services as follows:

(a) the sum \$15,600 per annum for Land Use Administrator, Planning Board Secretary and Zoning Officer, to be paid in quarterly installments of \$3,900 each as hereinafter set forth; and

Breakdown:

| | |
|--------------|--------------------|
| Salary: | \$13,000.00 |
| Payroll Tax: | \$ 995.00 |
| Pension: | \$ 1,549.00 |
| W. Comp: | \$ 56.00 |
| | \$15,600.00 |

(b) 50% of Zoning Permit fees collected by the Land Use Administrator, Planning Board Secretary and Zoning Officer, to be paid on a monthly basis, and

(c) \$500.00 fee for administration expense to be paid on February 15, 2015.

B. Payment Dates.

The quarterly payments shall be made as follows: first payment, February 15; second, May 15; third, August 15; and fourth, November 15.

ARTICLE V: TERM OF CONTRACT

The contract shall be for the period from January 1, 2015 through December 31, 2015.

ARTICLE VI: TERMINATION

The Parties hereto agree that in order to maintain an orderly budget process to establish annual salaries for the positions of Land Use Administrator, Planning Board Secretary and Zoning Officer, any party that wishes to withdraw from further participation in this Agreement may do so by providing the other party with written notice on or before October 1 of any calendar year during the term of this Agreement of its intention to terminate this Agreement. It is intended that Provider's employee Beth Brothman will be the person designated by Provider to be the Land Use Administrator, Planning Board Secretary and Zoning Officer in furtherance of this Agreement. In the event Ms. Brothman shall become unable to perform in that capacity, Provider shall notify Recipient and either designate a substitute for Ms. Brothman or terminate this Agreement on 30-days written notice to recipient. If Provider designates a substitute and if Recipient

is not satisfied with the services being provided through that substitute, Recipient may terminate this Agreement on 30-days written notice to Provider.

ARTICLE VII: RENEWAL

Upon expiration of its term, the parties may extend the term of this Agreement upon such terms and conditions, including compensation, as they agree and incorporate into a written agreement signed by both parties.

ARTICLE VIII: AMENDMENT

This Agreement may be amended at any time by mutual agreement of the parties involved, as set forth in writing signed by both parties and approved by memorializing Resolutions of the parties.

ARTICLE IX: INDEMNIFICATION

Neither party shall be liable for any negligent, reckless or intentional acts or omissions of the other party and each shall indemnify, defend and hold the other harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors arising out of or related to the services set forth in this Agreement, including the Land Use Administer, Planning Board Secretary and Zoning Officer who shall be deemed an employee of the Provider. Such indemnification shall include payment of reasonable attorney fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intention acts or omissions.

ARTICLE X: INTERPRETATION/ARBITRATION

Any questions regarding proper interpretation of the terms of this Agreement shall be submitted by the Municipal Clerk and to the Governing Body of each party. Each party may seek legal advice at their own expense. In the event there arises any disputes or questions between the parties as to interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the services and other responsibilities contracted for hereunder, the Mayors or their respective designees shall meet to resolve the matter. If the parties cannot then reach an agreement on such disputes or questions, the remedy of any dissatisfied Party shall be limited to demanding binding arbitration by a retired New Jersey Superior Court Judge or panel of three, if an agreement on one cannot be reached. The New Jersey Rules of Evidence shall apply in any arbitration necessitated under this Agreement and the arbitrator(s) shall issue written findings of facts and conclusions of law in connection with any arbitration conducted. The initial cost of arbitration shall be borne equally by the parties with the arbitrator retaining the authority to award counsel fees and costs to the prevailing Party in the arbitrator's sound discretion.

ARTICLE XI: INSURANCE

The Provider is responsible for any and all liability insurance (including but not limited to general, bodily injury, and property and casualty, errors and omissions), worker's compensation insurance, disability insurance, and any and all other expenses related to employee compensation or benefits that accompany same and shall be responsible for the work performed by the Land Use Administrator, Planning Board Secretary and Zoning Officer, except that Recipient shall be responsible for providing liability insurance (including but not limited to general, bodily injury, and property and casualty, errors and omissions) to the extent that Provider's services are rendered at Recipient's facility.

Final approval of this Agreement by the Provider and Recipient may be subject to each obtaining assurance of coverage by their respective insurance representatives and that each will name the other as additional insured on any insurance policies it separately maintains. Each party shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement.

ARTICLE XII: EFFECTIVE DATE

This Agreement shall become effective January 1, 2015, provided that the Provider and the Recipient adopt memorializing Resolutions as required pursuant to the Shared Services Act incorporating the terms of this Agreement by reference and authorizing its execution by the Mayor and Municipal Clerk of the Provider and Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written.

Attest:



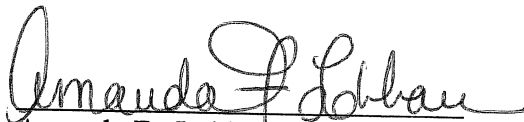
Beth Brothman, RMC
Municipal Clerk

BOROUGH OF ANDOVER

By: 
John A. Morgan, Mayor


Date: December , 2014

Attest:



Amanda F. Lobban, RMC
Municipal Clerk

TOWNSHIP OF SANDYSTON

By: 
Fred V. MacDonald, Mayor

Date: December 16, 2014