

**DIVISION OF LOCAL GOVERNMENT SERVICES**

**SHARED SERVICES AGREEMENT**

**COVER SHEET**

PROVIDER: TOWNSHIP OF LIVINGSTON COUNTY: ESSEX

RECIPIENT: TOWNSHIP OF MILLBURN COUNTY: ESSEX

**BRIEF DESCRIPTION OF SERVICE:**

"LIVINGSTON SHALL PROVIDE PERSONNEL AS NECESSARY TO AID IN CARRYING OUT, WITHIN THE TERRITORIAL JURISDICTION OF MILLBURN, HUMAN SERVICES (PUBLIC ASSISTANCE AND SOCIAL SERVICES) ADMINISTRATION." -- ART. 1A SCOPE OF SERVICES

EFFECTIVE DATE: JULY 1, 2016

EXPIRATION DATE: JUNE 30, 2023

**ESTIMATED COST SAVINGS**

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT TOWNSHIP OF LIVINGSTON RECEIVES FROM MILLBURN \$28,600 ANNUALLY, DURING 7 YEAR TERM OF 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.

**INTERLOCAL SERVICES AGREEMENT FOR  
HUMAN SERVICES ADMINISTRATION**

**THIS AGREEMENT**, made and entered into as of this 1<sup>st</sup> day of July, 2016, by the **TOWNSHIP OF LIVINGSTON**, a municipal corporation in the State of New Jersey, with offices located at 357 South Livingston Avenue, Livingston, New Jersey, 07039 (“Livingston”), and the **TOWNSHIP OF MILLBURN**, a municipal corporation of the State of New Jersey, with offices located at 375 Millburn Avenue, Millburn, New Jersey, 07041 (“Millburn”), the foregoing parties being referred to individually as a “Municipality” and collectively as the “Municipalities.”

**WITNESSETH:**

**WHEREAS**, Millburn desires Human Services Administration (“Services”), and

**WHEREAS**, Millburn and Livingston deem it to be in their mutual interest to enter into this Agreement, pursuant to the Interlocal Services Act, N.J.S. 40:8A-1 et seq., under which Livingston shall provide Services to citizens of Millburn;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter set forth, the Municipalities agree as follows:

**ARTICLE I**

**HUMAN SERVICES (PUBLIC ASSISTANCE AND SOCIAL SERVICES)  
ADMINISTRATION**

- A. Scope of Services:** Livingston shall provide personnel as necessary to aid in carrying out, within the territorial jurisdiction of Millburn, human services (public assistance and social services) administration. Millburn designates the Human Services Coordinator employed by Livingston (“Coordinator”) as its general agent for the administration of its human services program(s) during the term of this Agreement. Annexed hereto as Attachment I is a list of Services.
- B. Hours:** The Livingston Human Services Coordinator shall work out of offices provided by Millburn for 10 hours per week.
- C. Other Expense Budget:** Millburn shall retain an operational budget for other expenses related to the Services provided by Livingston.
- D. Quarterly Reports:** The Director shall provide the Millburn Business Administrator or designee and a copy to the Livingston Township Manager with quarterly written activity reports of all services rendered by the Coordinator to Millburn under the terms of this Agreement.

## ARTICLE II

### COMPENSATION

- A. **Compensation:** Millburn shall pay to Livingston, and Livingston shall accept from Millburn, as full consideration for its services, Twenty eight thousand six hundred dollars (\$28,600.00) annually, in four equal payments. Payments shall be made within thirty (30) days of submission of a quarterly invoice from Livingston.

Notwithstanding any language in any of the other provisions of this Agreement, it is expressly understood and agreed by and between the municipalities hereto that Livingston shall be obligated to perform its obligations under this Agreement, provided that the Services performed by Livingston shall be charged against the consideration to be paid by Millburn under the terms of this Article. It is further understood and agreed that no Services shall be provided hereunder after such time as accumulated charges equal to the consideration stated in this Article except that the Services requested by Millburn to fill an emergency need shall be provided by Livingston. Millburn shall pay for all such services.

- B. **Annual Changes:**  
The Municipalities shall agree annually to any modification of the fee for services.
- C. **Employee Compensation:** Livingston shall pay salary and benefits as applicable to its employees who render professional services as specified in this Agreement.

## ARTICLE III

### TERM AND TERMINATION

- A. **Term:** The term of this agreement shall be for seven (7) years commencing July 1, 2016 and terminating on June 30, 2023.
- B. **Termination:** This Agreement may be terminated by either party by Resolution. A certified copy of such Resolution shall be submitted by the terminating municipality to the other municipality by December 1 of the following year.

## ARTICLE IV

### MISCELLANEOUS

- A. **Township of Livingston Indemnification:** Millburn shall indemnify and hold harmless Livingston with reference to any cause of action resulting from or arising out of any act of conduct or omission by the Coordinator or designee to Millburn pursuant to the terms and conditions of this Agreement.

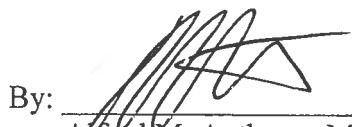
- B. Coordinator Indemnification:** Millburn shall indemnify and hold harmless acts, conducts or services of the Coordinator or designee when said individuals are acting solely and exclusively for Millburn provided such acts, omissions, conduct or services arise out of and are in the scope and duties of the Coordinator's or designee's employment. It is the intent of this provision that the Coordinator or designee shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards recognized throughout the State of New Jersey.
- C. Notice of Claims:** In the event Livingston receives written notice of any cause of action or claim which it contends arises out of the services of the Coordinator or designee pursuant to the terms of this Agreement, notice of such cause of action or claim shall be made promptly to the other by directing same Business Administrator of Millburn.
- D. Entire Agreement:** This Agreement, including any exhibits attached hereto, contains the sole and entire agreement between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The parties acknowledge and agree that they have not made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof, except such representations as are specifically set forth herein.
- E. Governing Law:** This Agreement shall be governed by and construed pursuant to the laws of the State of New Jersey, without regard to its conflicts of law principles.
- F. Arbitration:** In the event that any dispute or controversy arises between the parties out of or relating to this Agreement, a party shall notify the other party in writing of the existence of the dispute or controversy, and the parties shall meet and negotiate in good faith to attempt to resolve the matter. If such efforts do not resolve the dispute or controversy, each party shall appoint an arbitrator of choice. The appointed arbitrators will appoint a third arbitrator to hear the parties and settle the dispute or controversy. The arbitrators shall have no power to award punitive or exemplary damages, to ignore or vary the terms of this Agreement, and shall be bound to apply controlling law. Arbitration shall be binding and the remedy for the settlement of the dispute or controversy. The party who prevails on entry of the award of judgment shall be entitled to costs and expenses, including reasonable attorneys' fees incurred in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this 20<sup>th</sup> day of July, 2016.

WITNESS:

  
Glenn Turtletaub, Township Clerk

TOWNSHIP OF LIVINGSTON

By:   
Alfred M. Anthony, Mayor

WITNESS:

Christine Gatti AMC  
Christine A. Gatti, Township Clerk

TOWNSHIP OF MILLBURN

By: W. Theodore Bourke  
W. Theodore Bourke, Mayor

## ATTACHMENT I

### 1. Administration of Public Assistance.

- a. Administers the state mandated municipal welfare program according to state regulations.
- b. Prepares reports for and convenes the Local Assistance Board.
- c. Establishes and maintains all records and files in the municipality in which the client resides.

### 2. Administration of Social Services.

- a. Provides social service support:
  - i) Collects information and prepares an inventory on social services available in the community.
  - ii) Evaluates social services delivered to program participants and the impact of such services on participants.
  - iii) Evaluates effectiveness of the human service delivery system and makes recommendations accordingly.
  - iv) Participates in the preparation of proposals for human services programs.
  - v) Identifies instances of duplication of services and provides alternatives to improve the system.
  - vi) Assists in the development of guidelines for the effective operation of specific programs and services.
  - vii) Identifies problems and needs and provides leadership on organizing people and activities to solve such problems and meet the needs identified.
  - viii) Analyzes and evaluates pertinent data and prepares accurate and informative reports.
- d. Develops and maintains relationships with the public, community agencies and organizations, government agencies, and local businesses.
  - i) Provides information, referral, and assistance to individuals and community groups.
  - ii) Determines eligibility for reduced rates at Township pool and recreation programs, and town transportation for the disabled.
  - iii) Coordinates and distributes donations received from local organizations.
  - iv) Coordinate activities with other local social services agencies.
  - v) Establishes and maintains all records and files.
  - vi) Serves as liaison with county government in the interest of establishing consistent and integrated human service policies and practices.
  - vii) Keeps informed of developments in social services, and related laws and regulations.
  - viii) Participates on various local advisory committees as appropriate.