

OCT 19

**R18-40**  
**A SHARED SERVICES AGREEMENT BY AND BETWEEN**  
**THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH**  
**OF BARRINGTON RELATIVE TO THE SERVICES OF A**  
**CHIEF MUNICIPAL FINANCE OFFICER BY AND FOR THE**  
**BOROUGH OF MERCHANTVILLE AS AMENDED**

**THIS DOCUMENT** constitutes an Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq. entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, New Jersey 08109 (Merchantville), and the Borough of Barrington, a body politic and corporate of the State of New Jersey with offices located at 229 Trenton Avenue, Barrington, New Jersey 08107 (Barrington). The date of the execution of this Agreement is the 1<sup>ST</sup> day of January, 2018.

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

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

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

**WHEREAS**, the Borough of Barrington has in its employ a certain individual known as Denise K. Moules who has been appointed by Barrington as the Chief Municipal Finance Officer for the Borough of Barrington; and

**WHEREAS**, Denise K. Moules (hereinafter "Moules") is a licensed Chief Municipal Finance Officer in the State of New Jersey pursuant to N.J.S.A. 40A:9-140-10 ("Statutes") and the regulations promulgated thereunder ("Regulations"); and

**WHEREAS**, Barrington has agreed to permit Moules to act as the Chief Municipal Finance Officer in the Borough of Merchantville, in addition to the duties assigned by Barrington to Moules as an employee of Barrington; and

**WHEREAS**, Merchantville has agreed to pay Barrington the sum of Forty-five Thousand Dollars (\$45,000.00) in the calendar year 2018, to be paid in accordance with the payment schedule set forth below; and

**WHEREAS**, Merchantville and Barrington 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 Shared 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 one (1) year commencing on January 1 of the date preceding the execution of this Agreement and shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

**2. CHIEF MUNICIPAL FINANCE OFFICER**

Moules shall perform all of the duties of the Chief Municipal Finance Officer in the Borough of Merchantville, who shall provide to Moules a suitable office and equipment necessary to perform said task. Moules shall advise Merchantville of the days and hours that he will serve in Merchantville, in order to complete all duties required of a Chief Municipal Finance Officer during the term of this engagement.

### **3. ALLOCATION OF PAYMENTS**

Merchantville shall pay to Barrington the sum of Forty-five Thousand Dollars (\$45,000.00) in equal quarterly payments of Eleven Thousand Two Hundred Fifty dollars (\$11,250.00) per quarter in the calendar year 2018. Payments are to be made within on February 15, May 15, August 15 and November 15 of the calendar year. The appropriate vouchers shall be provided by Barrington. This figure is inclusive of salary and all costs which are related to this employment.

### **4. EMPLOYMENT STATUS**

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

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

Merchantville and Barrington acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Moules during the term of this Agreement. The parties, at their option, shall either replace Moules immediately with a Chief Municipal Finance Officer acceptable to all parties, or any or both 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, Barrington agrees to permit Merchantville 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**

Merchantville shall indemnify, hold harmless and defend Barrington, 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.

Barrington shall indemnify, hold harmless and defend Merchantville, 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 Barrington to the Borough Clerk, Borough of Barrington, 229 Trenton Avenue, Barrington, New Jersey 08007; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

## **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 Barrington'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**

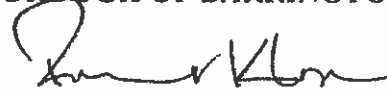
It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

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 BARRINGTON**

DATED:

BY:



ROBERT KLAUS, Mayor

ATTEST:



TERRY SHANNON, BOROUGH CLERK

**THE BOROUGH OF MERCHANTVILLE**

DATED:

BY:



EDWARD F. BRENNAN, Mayor

ATTEST:



DENISE L. BROUSE, BOROUGH CLERK

DATED:

BY:



DENISE K. MOULES

March 12, 2018

I certify the above to be a true copy of a resolution adopted by the Mayor and Council of the Borough of Merchantville on March 12, 2018.

Date: \_\_\_\_\_  
Denise Brouse, R.M.C., Borough Clerk

**RESOLUTION 3-2017-38**

**RESOLUTION AUTHORIZING THE SIGNING OF SHARED SERVICES AGREEMENTS WITH THE BOROUGH OF MERCHANTVILLE RELATIVE TO THE SERVICES OF A TAX COLLECTOR AND FINANCE OFFICER FOR THE BOROUGH OF MERCHANTVILLE**

WHEREAS, the Borough of Merchantville has an immediate need for the services of a Tax Collector and a Finance Officer as required by State statute, from individuals with the required expertise as well as the time and ability to immediately carry out the responsibilities of the positions; and

WHEREAS, the Borough of Barrington has in its employ a certain individual known as Kristy Emmett, who is a Certified Tax Collector in the State of New Jersey pursuant to N.J.S.A. 40A:9-145.7 and the regulations promulgated thereunder who has been appointed by Barrington as the Tax Collector for the Borough of Barrington, and is available to provide the needed services; and

WHEREAS, the Borough of Barrington also has in its employ a certain individual known as Denise Moules, who is a Certified Municipal Finance Officer in the State of New Jersey pursuant to N.J.S.A. 40A:9-140-10 and the regulations promulgated thereunder who has been appointed by Barrington as the Chief Financial Officer for the Borough of Barrington, and is available to provide the needed services; and

WHEREAS, representatives of each Borough have come to agreement on mutually beneficial arrangements for Barrington to provide the services of Kristy Emmett as Merchantville's Tax Collector on a part-time basis for the sum of \$25,500, and for Barrington to provide the services of Denise Moules as Merchantville's CFO on a part time basis for the sum of \$45,000.00, subject to adjustments as provided during the term of the agreements, pursuant to detailed written documents, copies of which are attached hereto; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq) permits two local units to enter into a contract for any service which any party to the agreement is empowered to render within its jurisdiction; and

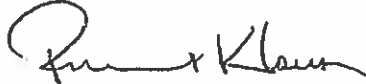
WHEREAS, the Governing Body has determined that it is in the best interests of the Borough to enter into Shared Services agreements with the Borough of Merchantville to provide such services;

NOW, THEREFORE, BE IT RESOLVED by Mayor and Council of the Borough of Barrington as follows:

1. that the Mayor and Clerk are authorized to execute the aforementioned Shared Services Agreements with the Borough of Merchantville;
2. that Kristy Emmett is hereby approved to serve as Tax Collector for the Borough of Merchantville effective January 1, 2018, based on the attached Shared Services agreement; and
3. that Denise Moules is hereby approved to serve as Chief Financial Officer for the Borough of Merchantville effective January 1, 2018, based on the attached Shared Services agreement; and
4. that the Division of Local Government Services be notified of these appointments and that they be governed by their requirements.

BOROUGH OF BARRINGTON  
March 13, 2018

BY:



Mayor Robert Klaus

ATTEST:



Terry Shannon, Clerk/RMC



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 BARRINGTON**

DATED: BY:   
ROBERT KLAUS, Mayor

ATTEST:  
  
TERRY SHANNON, BOROUGH CLERK

**THE BOROUGH OF MERCHANTVILLE**

DATED: BY:   
EDWARD F. BRENNAN, Mayor

ATTEST:  
  
DENISE L. BROUSE, BOROUGH CLERK

DATED: BY:   
KRISTY LEMMETT

March 12, 2018

I certify the above to be a true copy of a resolution adopted by the Mayor and Council of the Borough of Merchantville on March 12, 2018.

Date: \_\_\_\_\_



Denise Brouse, R.M.C., Borough Clerk