

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Brooklawn COUNTY: Camden

RECIPIENT: Borough of Westville COUNTY: Gloucester

BRIEF DESCRIPTION OF SERVICE:

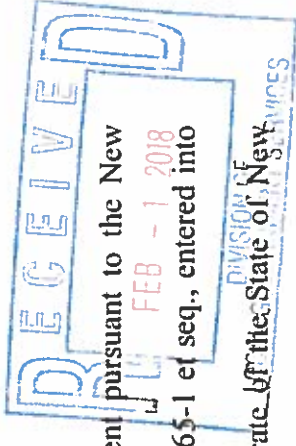
Provide Administration & Municipal Clerk Services

EFFECTIVE DATE: 1/1/2018

EXPIRATION DATE: 12/31/2020

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.

**A SHARED SERVICES AGREEMENT BY AND BETWEEN
THE BOROUGH OF WESTVILLE AND THE BOROUGH
OF BROOKLAWN RELATIVE TO THE SERVICES OF AN
ADMINISTRATOR BY AND FOR THE BOROUGH OF
WESTVILLE**



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 Westville, a body politic and corporate of the State of New Jersey with offices located at 165 Broadway, Westville, New Jersey 08093 (Westville), and the Borough of Brooklawn, a body politic and corporate of the State of New Jersey with offices located at 301 Christiana Street, Brooklawn, New Jersey 08030 (Brooklawn). The date of the execution of this Agreement is the ___ day of January, 2018.

W I T N E S S E T H

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

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

WHEREAS, the Borough of Brooklawn has in its employ a certain individual known as Ryan Giles who has been appointed as the Borough Administrator for the Borough of Brooklawn; and

WHEREAS, Brooklawn has agreed to permit Giles to act as the Borough Administrator for the Borough of Westville in addition to the duties assigned by Brooklawn to Giles as an employee of Brooklawn; and

WHEREAS, Westville has agreed to pay Brooklawn a total of Seventy Thousand Dollars (\$70,000.00) for twelve (12) months commencing January 1, 2018, a total of Seventy One Thousand Dollars (\$71,000.00) for twelve (12) months commencing January 1, 2019, and a total of Seventy Two Thousand Dollars (\$72,000.00) for twelve (12) months commencing January 1, 2020, to be paid in accordance with the payment schedule set forth below; and

WHEREAS, Westville and Brooklawn 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 Thirty-six (36) months commencing on January 1, 2018, and terminating on December 31, 2020. This Agreement shall be cancelable at any time during the calendar year upon ninety (90) days written notice by any party to this Agreement.

2. BOROUGH ADMINISTRATOR

In addition to the duties performed as the Borough Administrator of Brooklawn, Giles shall perform all of the duties of the Borough Administrator in the Borough of Westville, who shall provide to Giles a suitable office and equipment necessary to perform said task. Giles shall advise Westville and Brooklawn, respectively, of the days and hours that he will serve in Westville and Brooklawn, respectively, in order to complete all duties required of a Borough Administrator during the term of this engagement.

3. ALLOCATION OF PAYMENTS

Westville shall pay to Brooklawn the sum of Seventy Thousand Dollars (\$70,000.00) in two (2) equal payments of Thirty Five Thousand Dollars (\$35,000.00), due on May 15 and October 15 for 2018, shall pay to Brooklawn the sum of Seventy One Thousand Dollars (\$71,000.00) in two (2) equal payments of Thirty Five Thousand, Five Hundred Dollars (\$35,500.00), due on May 15 and October 15 for 2019, and shall pay to Brooklawn the sum of Seventy Two Thousand Dollars (\$72,000.00) in two (2) equal payments of Thirty Six Thousand Dollars (\$36,000.00), due on May 15 and October 15 for 2020. Payments are to be made within fifteen (15) days of receipt of a voucher from Brooklawn. This figure is inclusive of salary and costs which are related to this employment.

4. EMPLOYMENT STATUS

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

Giles 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 Brooklawn for its Borough Administrator's salary. Giles further waives and relinquishes any right that he may have against Brooklawn for additional compensation pursuant to any statute or regulation other than the compensation as set forth above.

Westville and Brooklawn herein acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Giles by Brooklawn during the term of this Agreement. The parties, at their option, shall either replace Giles immediately with a Borough Administrator 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, Brooklawn agrees to permit Westville 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

Westville shall indemnify, hold harmless and defend Brooklawn, 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.

Brooklawn shall indemnify, hold harmless and defend Westville, 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 Brooklawn to the Borough Clerk, Borough of Brooklawn, 301 Christiana Street, Brooklawn, New Jersey 08030; and for the Borough of Westville to the Borough Clerk, Borough of Westville, 165 Broadway, Westville, New Jersey 08093.

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 Brooklawn'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 BROOKLAWN

BY: 
THERESA M. BRANELLA, Mayor

ATTEST:


RYAN J. GILES, Borough Clerk
Borough of Brooklawn

THE BOROUGH OF WESTVILLE

BY: 
RUSSELL W. WELSH, Jr., Mayor

ATTEST:


KATHLEEN CARROLL, Deputy Borough Clerk
Borough of Westville

THE BOROUGH OF BROOKLAWN

BY: 
RYAN J. GILES, BOROUGH ADMINISTRATOR

DATED: 1/22/18