

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: City of Long Branch COUNTY: Monmouth

RECIPIENT: Boro of West Long Branch COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

CFO & QPA Services

EFFECTIVE DATE: 5/6/16

EXPIRATION DATE: 12/31/16

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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.

(4/7/16)

SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF LONG BRANCH AND
THE BOROUGH OF WEST LONG BRANCH
FOR CHIEF FINANCIAL OFFICER AND
QUALIFIED PURCHASING AGENT

LOCAL GOVT SERVICES
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RECEIVED

THIS AGREEMENT is made this 6th day of MAY,
2016, by and between

THE **CITY OF LONG BRANCH**, a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, State of New Jersey, with its principal offices located at 344 Broadway, Long Branch, New Jersey (hereinafter "Provider"); and

THE **BOROUGH OF WEST LONG BRANCH**, a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, State of New Jersey, with its principal offices located at 965 Broadway, West Long Branch, New Jersey (hereinafter "Recipient").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. (the "Act") authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:9-140.10 requires each municipality to have a Chief Financial Officer, but same may be provided by an agreement with another municipality; and

WHEREAS, the Recipient is in need of the services of a certified professional to perform the duties of Chief Financial Officer and Qualified Purchasing Agent; and

WHEREAS, the Provider has agreed to furnish to the Recipient the services of its Chief Financial Officer and Qualified Purchasing Agent pursuant to N.J.S.A. 40A:9-140 and N.J.S.A. 40A:65-1; and

WHEREAS, in the spirit of inter-municipal cooperation in furtherance of the principles underlying the Act, the Provider and the Recipient (collectively, the "Parties") have negotiated an agreement for the use of the Chief Financial Officer and Qualified Purchasing Agent services within their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, it is understood and agreed as follows:

1. CONTROLLING LAW

This Agreement is governed by the provisions of N.J.S.A. 40A:65-1, et. seq., the Uniform Shared Services and Consolidation Act. All actions and amendments of this Agreement must be authorized in conformance with the Act.

2. TERM OF AGREEMENT

This Agreement shall take effect on the signing of this agreement (the "Effective Date"). This Agreement shall run until December 31, 2016, subject to renewal by agreement between the parties, after negotiation, such agreement to be made by November 15.

3. SCOPE OF SERVICES

Commencing on the signing of this agreement, the Provider shall furnish the Recipient the services of a certified Chief Financial Officer and Qualified Purchasing Agent to fulfill all statutory duties required of a municipal Chief Financial Officer, the only exceptions being the preparation of the Annual Financial Statement and preparation of the Annual Debt Statement.

A. Designation as General Agent

The Parties acknowledge that the City of Long Branch is hereby designated as primary employer of the Chief Financial Officer. Provider shall be exclusively responsible for payment of any and all benefits with respect to that employee, including, but not limited to, Social Security taxes, unemployment, disability, pension, healthcare, vacation and sick days, etc. The Chief Financial Officer shall be covered under all applicable personnel policies of the Provider and shall retain any and all rights and

benefits that may have accrued from that position with the Provider.

B. Responsibility

At all times the Provider shall maintain responsibility for and control over the Chief Financial Officer hired to provide services. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through the Provider.

C. Supervision

The Chief Financial Officer furnished by the Provider shall be responsible for compliance with all state statutes governing municipal finance.

D. Designation of Chief Financial Officer and Qualified Purchasing Agent

(1) Pursuant to the provisions of N.J.S.A. 40A:65-5, the Long Branch City governing body has adopted a resolution authorizing the city to enter into this Shared Services Agreement with West Long Branch Borough for the shared services of the Long Branch City Chief Financial Officer and Qualified Purchasing Agent.

(2) Pursuant to the provisions of N.J.S.A. 40A:65-5, the West Long Branch Borough governing body has adopted a resolution authorizing the borough to enter into this Shared Services Agreement with Long Branch City for the shared services of the Long Branch City Chief Financial Officer and Qualified Purchasing Agent.

4. ACTIVITIES

A. Services to be Performed

The Provider will provide to the Recipient a Chief Financial Officer to fulfill all statutory duties required of a municipal Chief Financial Officer.

B. Hours of Service

(1) The Chief Financial Officer and Qualified Purchasing Agent shall be provided access to the West Long Branch Borough Hall.

(2) The Chief Financial Officer and Qualified Purchasing Agent shall be present in the City of Long Branch on a full-time basis, Monday through Friday.

C. Place of Operation

In addition to any office established by the Provider, the Recipient shall maintain an office in the Borough of West Long Branch Municipal Building, 965 Broadway, West Long Branch, New Jersey.

D. Maintenance of Records

All records produced by the Chief Financial Officer on behalf of West Long Branch shall be retained at the West Long Branch Municipal Building.

5. EMPLOYEES

A. Personnel

(1)The Provider shall provide, and the Recipient shall utilize, MICHAEL MARTIN, CFO to perform the duties of Chief Financial Officer for West Long Branch; and DAVID SPAULDING to perform the duties of Qualified Purchasing Agent for West Long Branch.

(2)The Recipient agrees to provide a borough employee, at the expense of the Recipient, who will provide assistance to the Chief Financial Officer and Qualified Purchasing Agent on a day-to-day basis. The actual title and salary of this employee is left to the discretion of the Recipient.

(3)The Recipient agrees to provide a borough employee, at the expense of the recipient, who will process payroll and purchasing functions as annexed hereto in Exhibit A. In the event the recipient's employee is on extended leave (14 days or more),

recipient agrees to pay additional costs for someone at the Provider to perform said employee's functions at the rate of pay paid by the Provider to the substitute employee.

6. FUNDING

A. Recipient shall pay the Provider the sum of \$65,000.00 from the effective date through 2016. Payments required hereunder shall be made in four quarterly installments, the first two installments being due no later than May 15, 2016, and thereafter on a quarterly basis.

B. Recipient shall provide sufficient funds in their budget to cover contract costs.

7. INSURANCE

A. The Chief Financial Officer and Qualified Purchasing Agent provided for in this Agreement shall be covered at all times by the Provider's workers compensation policy, whether working in Provider's or Recipient's municipality. Provider agrees to provide Recipient with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of a material change in said policies.

B. West Long Branch shall provide bonding for any employee who is required to be bonded under state law.

8. DURATION

Duration of this Agreement shall be for a period beginning on the signing of this agreement and terminating on December 31, 2016, renewable annually upon terms to be agreed upon by November 15.

9. AMENDMENT

This Agreement may be amended by mutual agreement of the parties, provided such amendment is in writing with notice to the parties as set forth below.

10. EXTERNAL DISPUTES

Any complaints related to the services provided to the Recipient shall be handled by the Recipient's procedures. However, the Provider's City Administrator shall be informed of complaints in a timely manner as set forth in the Notices provision below.

11. DISPUTES CONCERNING THIS AGREEMENT

Any disputes arising between the parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following procedure:

Step 1: The Recipient's Borough Clerk and the Provider's Business Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided in Step 2 below.

Step 2: In the event that a dispute cannot be resolved in Step 1, then, pursuant to N.J.S.A. 40A:65A-7(c), the dispute shall be submitted to for binding arbitration, or such other arbitration or mediation as may be agreed upon by the parties.

12. CONFIDENTIALITY

Each party recognizes and acknowledges that it has and will have access to certain confidential information of the other party, including employment, operations and financial records, as well as related data which is not otherwise publicly available (the "Confidential Information"). Each party will treat as confidential all Confidential Information of the other party; will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other party's Confidential Information; and will not use or disclose such Confidential Information, unless such information becomes generally known through no fault of the disclosing party, or unless such party is required by law to disclose such Confidential Information. Each party agrees that any breach of its obligations under this section will entitle the other party

to equitable relief to protect its interests therein, including injunctive relief and money damages.

13. HOLD HARMLESS AND INDEMNIFICATION

The Recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Recipient, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of the Recipient and were not beyond the scope of performing official duties or performed in bad faith and did not constitute actual fraud, actual malice; willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

14. TERMINATION

A. Either party may terminate this Agreement at any time and for any Reason upon giving the other party ninety (90) days advance written notice of its intent to terminate.

B. If, for any reason, the Chief Financial Officer or Qualified Purchasing Agent cease to be employed in that position by the Provider, the parties agree to negotiate a replacement for the vacated position.

15. NOTICES

Notices hereunder shall be given to the parties as set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the US Mail, posted prepaid, within the time limit. Notices shall be addressed as follows:

If to West Long Branch:
Borough of West Long Branch
965 Broadway
West Long Branch, NJ 07764
ATTN: Lori Cole, Borough Clerk

If to Long Branch:
City of Long Branch

344 Broadway
Long Branch, NJ 07740
ATTN: Kathy L. Schmelz, City Clerk

16. CHOICE OF LAW

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

18. SEVERABILITY

If part of this Agreement shall be held to be unenforceable or invalid, the rest of this Agreement shall nevertheless remain in full force and effect.

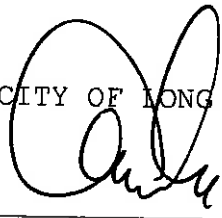
19. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such terms, covenants or conditions at any other time, nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

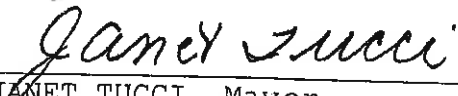
ATTEST:


KATHY L. SCHMELZ , City Clerk

CITY OF LONG BRANCH

ADAM SCHNEIDER, Mayor

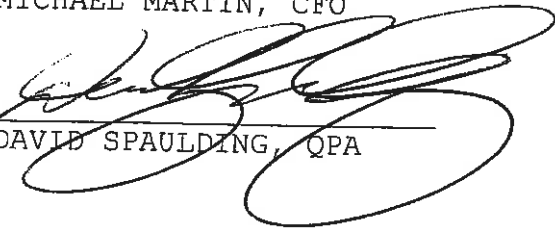
ATTEST:


LORI COLE, Borough Clerk

BOROUGH OF WEST LONG BRANCH

JANET TUCCI, Mayor

I agree to the terms of this Agreement.


MICHAEL MARTIN, CFO


DAVID SPAULDING, QPA

R# 78-16

RESOLUTION FOR SHARED SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND THE BOROUGH OF WEST LONG BRANCH FOR CHIEF FINANCIAL OFFICER AND QUALIFIED PURCHASING AGENT.

WHEREAS, The City of Long Branch, a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, State of New Jersey, with its principal offices located at 344 Broadway, Long Branch, New Jersey (hereinafter "Provider"); and

The Borough of West Long Branch a Municipal Corporation of the State of New Jersey, located in the County of Monmouth, State of New Jersey, with its principal offices located at 965 Broadway, West Long Branch, New Jersey (hereinafter "Recipient"); and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40a:65-1, et. seq. (the "Act") authorizes local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:9-140.10 requires each municipality to have a Chief Financial Officer, but same may be provided by an agreement with another municipality; and

WHEREAS, the Recipient is in need of the services of a certified professional to perform the duties of Chief Financial Officer and Qualified Purchasing Agent as set forth in the agreement; and

WHEREAS, the Provider has agreed to furnish to the Recipient the services of its Chief Financial Officer and Qualified Purchasing Agent pursuant to N.J.S.A. 40A:9-140 and N.J.S.A. 40A:65-1 pursuant to the terms of the agreement; and

WHEREAS, in the spirit of inter-municipal cooperation in furtherance of the principles underlying the Act, the Provider and the Recipient (collectively, the "Parties") have negotiated an agreement for the use of the Chief Financial Officer and Qualified Purchasing Agent services within their respective jurisdictions; and

WHEREAS, entering into an inter local agreement as set forth in the agreement as annexed as Exhibit A, it is in the best interest of the citizens of the City of Long Branch for the City to enter into the inter local agreement;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch that the Mayor of the City of Long Branch being the same is hereby authorized to execute the inter local agreement annexed hereto and made a part hereof

MOVED: *Simianzi*

SECONDED: *Pallone*

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 4/26/16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 27th DAY OF April, 2016
Kathy L. Schmeltz
Municipal Clerk, City of Long Branch, NJ

Councilmember VILLA offered the following resolution and moved its adoption conditioned upon the City of Long Branch adopting the same Agreement:

**RESOLUTION APPROVING SHARED SERVICES AGREEMENT
WITH THE CITY OF LONG BRANCH FOR
CFO/QPA SERVICES**

4/20/16

WHEREAS, the Borough of West Long Branch and the City of Long Branch have been involved in negotiations with a view toward the City of Long Branch providing CFO (Chief Financial officer) and QPA (Qualified Purchasing Agent) services for the Borough of West Long Branch; and

WHEREAS, as a result, the two municipalities have collaborated on the attached SHARED SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND THE BOROUGH OF WEST LONG BRANCH FOR CHIEF FINANCIAL OFFICER AND QUALIFIED PURCHASING AGENT, which agreement requires the approval of both municipalities' governing bodies;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that the attached SHARED SERVICES AGREEMENT BETWEEN THE CITY OF LONG BRANCH AND THE BOROUGH OF WEST LONG BRANCH FOR CHIEF FINANCIAL OFFICER AND QUALIFIED PURCHASING AGENT be and the same is hereby approved, and the Mayor and Borough Clerk are hereby authorized to sign the same; and

BE IT FURTHER RESOLVED that, after both municipalities have adopted resolutions approving this contract, a notice shall be sent by the Borough Clerk to the Division of Local Government Services and the Department of Community Affairs, as required by N.J.S.A. 40A:65-4b.

Seconded by Councilmember NEYHART and carried upon the following roll call vote:

AYES: JULIANO, NEYHART, VILLA
NAYS: NONE
ABSENT: ARIA, PENTA
ABSTAIN: MIGLIACCIO

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on April 20, 2016.


BOROUGH CLERK