

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Willingboro COUNTY: Burlington

RECIPIENT: Medford Lakes COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

CERTIFIED PUBLIC WORKS MANAGER

EFFECTIVE DATE: April 14, 2016

EXPIRATION DATE: April 14, 2017

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$60,000

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.

**MASTER PUBLIC WORKS SHARED SERVICES AGREEMENT FOR
SHARING CERTIFIED PUBLIC WORKS MANAGER AND PERSONNEL BETWEEN
THE TOWNSHIP OF WILLINGBORO AND THE BOROUGH OF MEDFORD LAKES**

AGREEMENT, made on this day of April 14, 2016 by and between the Township of Willingboro, a municipal corporation, (hereinafter to as "Township"), 1 Willingboro Municipal Complex, 1 Rev. Dr. Martin Luther King Jr. Drive, Willingboro, NJ 08046, and the **Borough of Medford Lakes**, 1 Cabin Circle, Medford Lakes, New Jersey 08055, a municipal corporation, hereinafter referred to as the "designated municipal entity" to share services as follows:

WITNESSETH:

WHEREAS, the Township is desires to occasionally share a Certified Public Works Manager, Richard Brevogel, (CPWM) with the designated municipal entity to provide Public Works management training, mentoring, assistance, personnel and related services in accordance with the terms of this Agreement; and

WHEREAS, the Uniform Shared Services Act (N.J.S.A. 40A:65-1, *et. seq.*) authorizes and empowers the Township and the designated municipal entities to enter into this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services

A. The Township agrees to occasionally share a CPWM, Richard Brevogel, to provide Public works management training, mentoring, assistance, personnel and related services. It is agreed and understood that the Township will provide the experienced appropriate personnel pursuant to this agreement.

B. It is understood and agreed by the parties, that the Township has first priority to utilize the services of the CPWM and any related Township personnel, whenever needed. Therefore, the personnel will only be available for use by the designated municipal entity when scheduled and available at the sole discretion of the Township Manager or CPWM.

2. Term

This Agreement shall expire within 1 year after the date first indicated above, and may be renewed at the discretion of the governing body for up to a two year period. Either party may cancel this Agreement upon 30 days written notice to the other party.

3. Compensation

The designated municipal entity will pay the Township Ten thousand dollars (\$10,000.00) as a flat fee for this service for the term of this Agreement. In the event that the Agreement is cancelled in accord with paragraph 2 above by either party prior to the completion of the term, the fee shall be pro-rated.

4. Contact Person

The Township and Designated Municipal entity agree to appoint a person to serve as the "Contact person" between the Township and the designated municipal entity in order to support and facilitate the services agreed upon. Unless otherwise appointed by a Resolution, the Township's Contact Person will be:

- a. Richard A. Brevogel , Interim Township Manager: 609-877-2200 X1035.

Unless otherwise appointed by a Resolution, the Designated Municipal Entity's Contact Person will be:

- a. Julie Horner-Keizer, Borough Manager: 609-654-8898.

5. Effective Date

This Agreement shall become effective as upon passage of any authorizing Resolution by the Municipal entity and Resolution by the Township as required by the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et. seq. This Master Agreement shall become effective with the designated municipal entity upon the adoption of an appropriate resolution by that designated municipal entity and the execution of this Agreement with the Township of Willingboro.

6. Level of Service

The Township and the designated municipal entities agree to provide all services in a professional and workmanlike manner.

7. Power and Authority of Township and/or Designated municipal entity

The Township and the designated municipal entity, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the contract.

8. Other Agreements

The Township and the Municipal entity reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

9. Indemnification

The designated municipal entity shall indemnify and hold the Township, 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 designated municipal entity, so long as the actions upon which the demand or claim or assertion of liability, are founded to have been performed in the course of carrying out official duties on behalf of the designated municipal entity 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.

For the Designated municipal entity:
Mark McIntosh, Borough Clerk
Borough of Medford Lakes
1 Cabin Circle
Medford Lakes, New Jersey 08055
609-654-8898

Julie Horner Keizer, Borough Manager
Borough of Medford Lakes
1 Cabin Circle
Medford Lakes, New Jersey 08055
609-654-8898

14. Authorization

Each party represents and warrants to the other that all municipal or Township actions necessary for each municipal entity to enter into and perform all obligations required by this Agreement have been taken validly and that the undersigned are authorized to execute this Agreement. In addition, each party represents that the party executing this agreement on behalf of the municipal entity is authorized to do so by law. A copy of the municipal entity's resolution authorizing this agreement shall be attached hereto.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any action filed upon this agreement shall be filed in Burlington County.

16. No Assignments

There shall be no assignment of this agreement without the written consent of the other may not assign this Agreement.

17. Entire Agreement

This Agreement sets forth the entire understanding of the parties here to with respect to the transactions contemplated herein. No changes or modifications of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

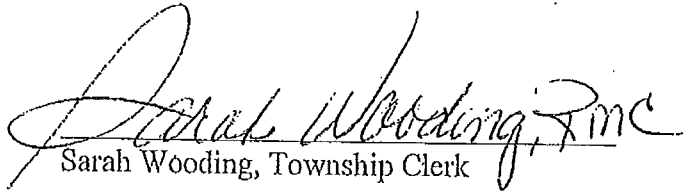
18. Severability

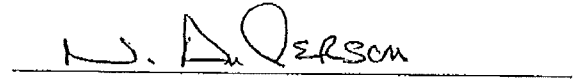
If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

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

ATTEST:

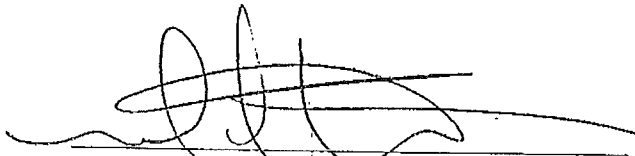
THE TOWNSHIP OF WILLINGBORO

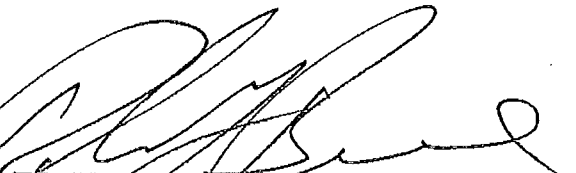

Sarah Wooding, Township Clerk


BY: Nathaniel Anderson, Mayor

ATTEST:

THE BOROUGH OF MEDFORD LAKES:


Mark McIntosh, Borough Clerk


BY: Robert Burton, Mayor