

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Monroe COUNTY: Gloucester

RECIPIENT: Township of Franklin COUNTY: Gloucester

BRIEF DESCRIPTION OF SERVICE:

Shared Services Agreement to provide Tax Collector Services and on-site Clerical Staff Support to the Township of Franklin. Provides Tax Collector average of 14 hours per week and P/T Clerical Support average of 28 hours per week.

EFFECTIVE DATE: January 1, 2016

EXPIRATION DATE: December 31, 2016

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$17,560.00

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.

RESOLUTION R:79-2016

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE
AUTHORIZING THE EXTENSION OF THE SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF FRANKLIN AND THE TOWNSHIP OF MONROE,
COUNTY OF GLOUCESTER, STATE OF NEW JERSEY FOR
CERTIFIED TAX COLLECTOR AND (1) CLERICAL SUPPORT STAFF**

WHEREAS, the Township of Monroe and the Township of Franklin previously entered into a Shared Services Agreement to provide Tax Collector and staff services for the Township of Franklin pursuant to Resolution R:170-2014 adopted on October 13, 2014 by the Township Council of the Township of Monroe and Resolution R:177-2014 adopted on October 14, 2014 by the Franklin Township Committee; and

WHEREAS, the Township of Monroe and the Township of Franklin wish to extend the Shared Services Agreement and Consolidation Act Agreement to December 30, 2016 unless otherwise extended by mutual agreement of the parties; and

WHEREAS, the attached Agreement encompasses specific terms and conditions for employment, compensation and the costs of the shared services; and

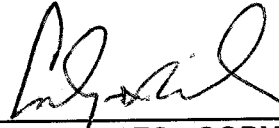
WHEREAS, the Township of Monroe has negotiated in good faith, the attached Agreement with the Township of Franklin, a municipal corporation, to extend the shared services for a Tax Collector and (1) Clerical Staff.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe that the Mayor is hereby authorized to execute the attached Shared Services Agreement with the Township of Franklin; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded by the Township Clerk to the Mayor, Administrator and Solicitor of the Township of Franklin.

ADOPTED at a meeting of the Township Council of the Township of Monroe on April 11, 2016.

TOWNSHIP OF MONROE



CNCL. PRES., CODY D. MILLER

ATTEST:



**TWP. CLERK, SUSAN McCORMICK, RMC
OR DEPUTY CLERK, SHARON WRIGHT, RMC**

RESOLUTION R:79-2016

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE AUTHORIZING THE EXTENSION OF THE SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND THE TOWNSHIP OF MONROE, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY FOR CERTIFIED TAX COLLECTOR AND (1) CLERICAL SUPPORT STAFF

CERTIFICATION OF CLERK

The foregoing resolution was duly adopted at a special meeting of the Township Council of the Township of Monroe held on the 11th day of April 2016 at the Municipal Building, 125 Virginia Avenue, Williamstown, New Jersey 08094.



Twp. Clerk, Susan McCormick, RMC
or Deputy Clerk, Sharon Wright, RMC

ROLL CALL VOTE

	Aye	Nay	Abstain	Absent
Cncl. Bryson	✓			
Cncl. Caligiuri	✓			
Cncl. Dilks	✓			
Cncl. DiLucia	✓			
Cncl. Heffner	✓			
Cncl. McIlvaine	✓			
Cncl. Pres. Miller	✓			
TALLY:	7			

**SHARED SERVICES AND CONSOLIDATION ACT AGREEMENT BETWEEN THE
TOWNSHIP OF MONROE AND THE TOWNSHIP OF FRANKLIN FOR AUTHORITY
TO UTILIZE A TAX COLLECTOR/ (1) CLERICAL SUPPORT STAFF FOR THE
BENEFIT OF THE TOWNSHIP OF FRANKLIN**

WITNESSETH:

WHEREAS, the Township of Franklin, County of Gloucester, State of New Jersey, with a business office located at 1571 Delsea Drive, Franklinville, New Jersey 08322 is desirous and in need of retaining the services of a Tax Collector and (1) Clerical support staff; and

WHEREAS, the Township of Monroe, County of Gloucester, State of New Jersey with a business office located at 125 Virginia Avenue, Williamstown, New Jersey 08094 has discussed with the representatives of the Township of Franklin their need for a Tax Collector and (1) Clerical support staff; and

WHEREAS, the Township of Franklin and the Township of Monroe have discussed and negotiated a Shared Services Agreement pursuant to the provisions of N.J.S.A. 40:65-1 et seq. whereby the Township of Franklin would pay to the Township of Monroe for the part-time services rendered of a Tax Collector and (1) Clerical support staff so that the Township of Franklin may meet its statutory obligations, and to provide better service to the residents and taxpayers of the Township of Franklin; and

WHEREAS, the Township of Monroe has agreed to share services in the position of Tax Collector and (1) Clerical support staff; and

WHEREAS, the Township of Franklin has appointed Joanne Potopchuk as acting Tax Collector; and the Township of Monroe has supplied (1) additional P/T Clerical staff support, and

WHEREAS, all contractual provisions have been negotiated in accordance with the aforementioned Shared Services Agreement.

NOW, THEREFORE, BE IT AGREED, this 14th day of March, by and between the Township of Franklin and the Township of Monroe, as follows:

1. The parties hereby agree to enter into the Shared Services Agreement in accordance with the provisions of N.J.S.A. 40A:65-1 et seq. as described herein below.
2. The parties hereby agree that Joanne Potopchuk shall be appointed as the acting Tax Collector for the Township of Franklin and that she will continue to be an employee of the Township of Monroe. It is further agreed that she will receive all salary and compensations from her employer, Township of Monroe.

3. The parties agree that the Township of Monroe will supply a Part Time Clerical staff support person for the Tax Collector's Office of the Township of Franklin who will continue to be an employee of the Township of Monroe. It is further agreed that the employee will receive all salary and compensations from his/her employer, Township of Monroe.
4. The Township of Monroe shall not only pay all salaries but all employment benefits including but not limited to health insurance coverage, pension payments, and FICA, for the Tax Collector and (1) Clerical support staff.
5. The parties agree that this Agreement may be terminated by either party upon ninety (90) day prior written notice.
6. Professional liability coverage is through the Joint Insurance Fund for each municipality. Therefore, each municipality shall provide coverage for the services which are specifically performed for the respective municipality.
7. In the event that this Agreement shall be invalidated by a Court of competent jurisdiction then, at the option of the Township of Monroe, the Township of Monroe shall continue to provide the services herein on an interim or emergency basis for a period not to exceed ninety (90) days as permitted within an Order of the Court.
8. All notice hereunder shall be in writing and shall be sent Certified Mail, Return Receipt Requested to the Township Clerk of each municipality at the address indicated above.
9. The parties acknowledge that it is in the best interests of their respective taxpayers and its citizens to avoid litigation if at all possible. Therefore, the parties agree to jointly mediate any and all outstanding issues pertaining to cost reimbursement or other related issues that may have not been specifically provided for in this Agreement.
10. The parties agree that if any personnel issue arises involving the employees of the Township of Monroe who will be performing the services for the Township of Franklin, the Township Administrators of the Township of Monroe and Franklin shall meet and use their best efforts to resolve the issue amicably. Unresolved issues should be referred to the Township of Monroe for investigation as soon as possible.
11. Each party to this Agreement represents and warrants to the other that all municipal action necessary for the Township of Franklin and the Township of Monroe to enter into and perform all obligation required by this Agreement

have been validly taken and that the undersigned are authorized to execute this Agreement.

12. Miscellaneous.

The following provisions shall apply to this Agreement:

A. DELEGATION OF TASK.

1. **Nature and Extent of Services.** The Township of Monroe hereby grants to Township of Franklin and Township of Franklin hereby accepts from the Township of Monroe the authority to utilize Joanne Potopchuk as their Tax Collector and (1) P/T Clerical Support Staff as assigned by the Township of Monroe. The terms of delegation are limited to this Agreement.

B. PROVISION OF SERVICES.

1. **Description of Services.** The services to be provided by the Tax Collector and clerical support staff shall be generally described as for collection of municipal taxes under the laws of the State of New Jersey.
2. **Specific Services.** The Township of Monroe shall allow Joanne Potopchuk to be the Tax Collector to be utilized by Township of Franklin as municipal Tax Collector one (1) day each week onsite and otherwise as necessary. The Township of Monroe shall allow a P/T Clerical staff person be utilized by the Township of Franklin as deemed necessary to provide service support in the Tax Collector's Office in the Township of Franklin.
3. **Payment from Township of Franklin to Township of Monroe.** The Township of Franklin shall pay to the Township of Monroe Seventy Three Thousand Three Hundred Twenty Five Dollars (\$73,325.00) for Tax Collector and support staff. Said payment shall be made in four (4) increments: One (1) increment of Seventeen Thousand Eight Hundred Twenty Five Dollars (\$17,825) and three increments of Eighteen Thousand Five Hundred Fifty Dollars (\$18,500.00). Said payments shall be due to the Township of Monroe on February 1, 2016, May 1, 2016, August 1, 2016 and November 1, 2016. No payments shall be made by the Township of Franklin to the Tax Collector and/or support staff appointed by the Township of Franklin.
4. **Reimbursement to Tax Collector from the Township of Franklin for mileage.** The Township of Franklin shall reimburse Joanne Potopchuk, the

appointed Tax Collector, directly for mileage associated with said position. The reimbursement rate shall be consistent with rates established by the Internal Revenue Service.

5. Appointing Resolution from the Township of Franklin. The Township of Franklin's appointing resolution shall state that the Tax Collector will be paid the sum of One Dollar (\$1.00).
- C. **LIMITATION OF DELEGATION.** To the extent that this Agreement constitutes a delegation of authority by either, this Agreement shall not be construed to delegate any authority other than as set forth herein. Neither Township of Franklin nor the Township of Monroe intends by the Agreement to create an agency relationship other than that which may be specifically required by the Shared Services and Consolidation Act Agreement for the limited purpose herein.
- D. **ESTIMATED COSTS.** Consistent with the requirements of N.J.S.A. 40A:65 et seq., the cost of services shall be as set forth herein.
- E. **DURATION OF AGREEMENT.** This Agreement shall be effective from October 1, 2015 through December 30, 2016.
- F. **GOVERNING LAW.** The terms of this Shared Services and Consolidation Act Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement validity and performance.
- G. **SEVERALABILITY AND MODIFICATION.** In the event that any portion of this Agreement shall be made inoperative by reason of judicial administrative or other ruling, the remainder of this Agreement shall remain in full force and effect.
- H. **AMENDMENTS.** This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties thereto.
- I. **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 Agreement.
- J. **AVAILABILITY OF AGREEMENT.** A copy of this Agreement shall be on file and open to public inspection at the office of the Township of Franklin and the Township of Monroe.

- K. **ENTIRE AGREEMENT.** This Agreement shall consist of the entire Agreement of the parties and it is acknowledge that there is no side or oral Agreement relating to the undertakings as set forth.
- L. **NO ASSIGNMENT.** This Agreement and all rights, duties and obligations contained herein may not be assigned by either party without either parties' prior written permission.
- M. **EFFECTIVE DATE.** This Agreement shall be effective as of the execution of the document, which date shall be considered the commencement date of this Contract.
- N. **WAIVER.** It is understood and agreed by the parties that 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.
- O. **NO PRESUMPTION AGAINST DRAFTER.** The parties acknowledge that this Agreement was reviewed by their respective Legal Counsel, and therefore, no presumption shall arise against the Drafter of this Agreement.
- P. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written:

ATTEST:



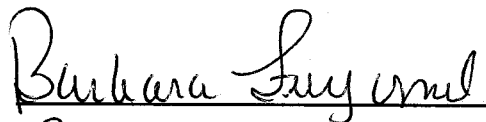
 Susan McCormick, Twp. Clerk

TOWNSHIP OF MONROE



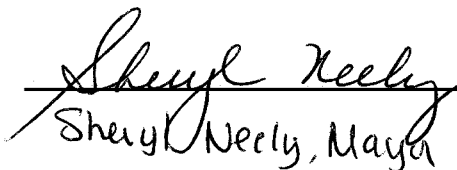
 Daniel P. Teefy, Mayor

ATTEST:



 Barbara Freijomil, Municipal Clerk

TOWNSHIP OF FRANKLIN



 Sheryl Neely, Mayor

2016 Shared Services - Tax Collection Cost - Tax Collector / (1) P/T Clerical Staff

Description	Annual Payment	Salary	Fica MC	Fica SS	Pension Exp	Benefit Buyout Admin Fee	Total Cost	Avg Weekly Hours	Notes
Monroe Cost Breakdown									
Allocation of Tax Collector 8 hrs per week on site + 6 hrs offsite + additional 72 hrs applied to tax qtrs and tax sale = 800 hrs.		\$31,154	\$452	\$1,932	\$3,882	\$2,400	\$39,820	15	Hours Calculation based on (14) hours per week and additional 72 hrs applied to tx qtrs and tax sale.
Monroe P/T Clerk (1,550) Hrs Annually @\$16.00)		\$24,800	\$359	\$1,531	\$2,491		\$29,180	31	Hours calculation at 44 weeks at 28 hrs per week and 8 weeks at 40 hrs per week during tax quarters.
Shared Service Administrative Fee						\$5,000	\$5,000		Management Oversight Administrative Charge
Total Monroe Annualized Shared Service Calc.		\$55,954	\$810	\$3,462	\$6,373	\$7,400	\$74,000	46	
Franklin Payment Schedule									
	Date	Amount Due							
1st Quarter 2016	2/1/2016	\$17,825	January 1 through March 31st under the old calculation (TC = \$10,000 per qtr and P/T Staff = \$7,825)						
2nd Quarter 2016	5/1/2016	\$18,500							
3rd Quarter 2016	8/1/2016	\$18,500							
4th Quarter 2016	11/1/2016	\$18,500							
2016 - 2016 Contract Totals		\$73,325							

TOWNSHIP OF FRANKLIN

R-72-16

**AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF FRANKLIN AND THE TOWNSHIP OF MONROE,
COUNTY OF GLOUCESTER, STATE OF NEW JERSEY FOR CERTIFIED
TAX COLLECTOR AND (1) CLERICAL SUPPORT STAFF**

WHEREAS, The Township of Franklin is in need of a Certified Tax Collector,
and

WHEREAS, the Township of Monroe and the Township of Franklin wish to
enter into a Shared Services Agreement with the Township of Franklin to share
services and reduce costs by working together to provide Tax Collector and (1)
clerical support staff services for the Township of Franklin: and

WHEREAS, the Township of Franklin has negotiated in good faith, an
Agreement with the Township of Monroe, a municipal corporation, to provide the
shared services of Certified Tax Collector and (1) clerical support staff; and

WHEREAS, the Township of Franklin shall pay the Township of Monroe for
the provision of a Tax Collector and (1) clerical support staff as defined in the Shared
Services Agreement, a true copy of which is on file at the Office of Township Clerk
and can be reviewed by the public during normal business hours.

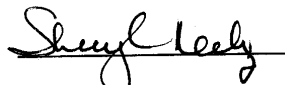
NOW THEREFORD, BE IT RESOLVED, by the Township Committee of
the Township of Franklin that the Mayor is hereby authorized to execute the attached
agreement with the township of Monroe; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be
forwarded by the Township Clerk to the Mayor, Administrator and Solicitor of the
Township of Monroe.

Attest:

Township of Franklin





Barbara Freijomil, Clerk

Sheryl Neely, Mayor

CERTIFICATION

**I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that
the foregoing Resolution was presented and duly adopted by the Township Committee
at a meeting held on Tuesday, March 22, 2016.**


Barbara Freijomil, Clerk