

**A SHARED SERVICES AGREEMENT BY AND BETWEEN THE
BOROUGH OF TAVISTOCK AND THE BOROUGH OF
BARRINGTON RELATIVE TO OFFICE SUPPORT SERVICES
FOR THE BOROUGH OF TAVISTOCK**

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 Tavistock, a body politic and corporate of the State of New Jersey (Tavistock), and the Borough of Barrington, a body politic and corporate of the State of New Jersey (Barrington). The date of the execution of this Agreement is the 1ST day of January, 2016.

W I T N E S S E T H

WHEREAS, the Borough of Tavistock (hereinafter “Tavistock”) 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 office support services to conduct municipal business for the Borough of Barrington; and

WHEREAS, Barrington has agreed to permit the Borough Clerk, Deputy Borough Clerk, and Tax Collector for the Borough of Tavistock, to utilize office support services to conduct necessary borough business; and

WHEREAS, Tavistock has agreed to pay Barrington the sum of Twelve Hundred Dollars (\$1,200.00) in the calendar year 2016, to be paid in accordance with the payment schedule set forth below; and

WHEREAS, Tavistock 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. OFFICE SUPPORT SERVICES

The Borough of Barrington will allow the use of all office equipment including copier, scanner, computer and postage machine. The exclusive use of this equipment is for the sole purpose of conducting Borough of Tavistock business.

3. ALLOCATION OF PAYMENTS

Tavistock shall pay to Barrington the sum of Twelve Hundred Dollars (\$1,200.00) in equal quarterly payments of three hundred (\$300.00) per quarter in the calendar year 2016. 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 all office support services.

4. AUDIT

Pursuant to the Single Audit Act of 1984, Barrington agrees to permit Tavistock 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.

5. INDEMNIFICATION

Tavistock 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 Tavistock, 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.

6. 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 Tavistock to the Borough Clerk, Borough of Tavistock, PO Box 218, Barrington, New Jersey 08109.

7. 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.

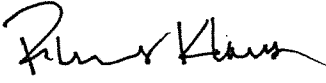
I. Waiver

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 TAVISTOCK

DATED:

BY: 
JOHN J. AGLIALORO, Mayor

ATTEST:


DENISE K. MOULES, BOROUGH CLERK