

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: The City of Bridgeton COUNTY: Cumberland

RECIPIENT: Township of Galloway COUNTY: Atlantic

**BRIEF DESCRIPTION OF SERVICE:**

Enter into Shared Service Agreement with City of Bridgeton & Galloway Township for need of assistance in Tax Assessor Office.

EFFECTIVE DATE: Mar 1, 2014

EXPIRATION DATE: Feb 28, 2015

Please submit this cover sheet with shared service agreement either via email to [EKG@dca.state.nj.us](mailto:EKG@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.

**INTERLOCAL SHARED SERVICES AGREEMENT BETWEEN THE  
TOWNSHIP OF GALLOWAY AND THE CITY OF BRIDGETON**

**THIS AGREEMENT** made this 11<sup>th</sup> day of February 2014,

**BETWEEN:**        **THE TOWNSHIP OF GALLOWAY**, a municipal corporation of the State of New Jersey having its principal offices located at 300 E. Jimmie Leeds Road,, Galloway, New Jersey, 08205, hereinafter referred to as “Galloway Township”.

**AND:**                **THE CITY OF BRIDGETON**, a municipal corporation of the State of New Jersey, having its principal offices located at 181 East Commerce Street, Bridgeton, New Jersey, 08302, hereinafter referred to as “Bridgeton City”; and

collectively Galloway Township and Bridgeton City are referred to as “the parties”.

**WHEREAS**, Galloway Township and Bridgeton City are municipalities, each serving the residents and taxpayers of their respective communities; and

**WHEREAS**, Galloway Township has a need for assistance in its Tax Assessor Office; and

**WHEREAS**, Bridgeton City Tax Assessor Kevin Maloney is a New Jersey Certified Tax Assessor and presently serves part time in that capacity and has time available to assist Galloway Township; and

**WHEREAS**, in enacting the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A: 65-1 *et seq.* (the “Act”), the New Jersey Legislature has encouraged local municipalities to enter into agreements among themselves to provide or receive services that each municipality is authorized to provide separately within its jurisdiction as a means to reduce local expenses funded by property taxpayers; and

**WHEREAS**, acting pursuant to the Act, Galloway Township and Bridgeton City desire to enter into this Interlocal Shared Services Agreement (the “Agreement”) through which Bridgeton City’s Tax Assessor Kevin Maloney, shall become a full time employee of Bridgeton City and shall be appointed by Galloway Township to assist in the Tax Assessment Office of Galloway Township under the terms and conditions set forth herein; and

**WHEREAS**, Galloway Township and Bridgeton City agree that Kevin Maloney possesses specialized skills, knowledge and expertise in the area of municipal tax assessment and that he is both qualified and capable of providing the services set forth herein in accordance with the Galloway Township Administrative Code;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Kevin Maloney shall become a fulltime employee of Bridgeton City and is hereby appointed as Assistant Tax Assessor for Galloway Township and shall work two days per week providing services to Galloway Township. The scheduled hours are to be determined as mutually agreed upon between the parties. His actual work hours shall be reduced based upon his available vacation, personal and sick time in accordance with paragraph 5.
2. Kevin Maloney shall perform the duties of Assistant Tax Assessor for Galloway Township consistent with the work responsibilities as described in the Galloway Township Administrative Code, the applicable statutes of the State of New Jersey and the reasonable direction of Galloway Township. He shall perform all the legal obligations and responsibilities of a Assistant Tax Assessor for Galloway Township in the same manner as if he were employed by Galloway Township in that capacity on a permanent basis, including, but not limited to, compliance with Chapter 4 of the New Jersey Statutes, Assessment and Collection of Taxes, the Local Government Ethics Law, the Open Public Records Act and the Open Public Meetings Act. Kevin Maloney shall perform such duties with fidelity and integrity and in accordance with an acknowledgment of his fiduciary relationship to Galloway Township. He shall observe appropriate confidentiality in the performance of his duties and shall comply with all applicable provisions of the Galloway Township Administrative Code.
3. Galloway Township shall issue payment for the services of Kevin Maloney directly to the Bridgeton City on a per hours basis at the rate of \$51.44 per hour for actual hours based upon two days per week for a total of 104 days per year, totaling \$42,798.00. In addition, Galloway Township shall reimburse Bridgeton City in the amount of \$3,381.00 representing the proportionate share of social security, \$4,280.00 representing the proportionate share of retirement payments and \$2,000.00 representing the proportionate share of the health benefits buyout. The total payment by Galloway Township to Bridgeton City on an annual basis will be \$52,459.00. In addition, Galloway Township shall provide to Kevin Maloney the vacation, personal and sick time set forth in paragraph 5.
4. Galloway Township shall provide payment to Bridgeton City in accordance with the requirements of this Agreement allocated and paid monthly.
5. Kevin Maloney shall be entitled to receive from Galloway Township a maximum of 8 vacation days, 1 personal day and 3 sick days during the term of this Agreement. Requested vacation time shall be coordinated between Galloway Township and Bridgeton City.
6. Galloway Township shall furnish Kevin Maloney the office supplies, equipment and space necessary to properly provide the services hereunder.

7. In accordance with N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided. The Chief Financial Officers of Bridgeton City and Galloway Township shall certify that sufficient funds are available in the current municipal budget for this Agreement.
8. The term of this Agreement shall be for a period of one (1) year commencing 3/1/2014, 2014 through 2/28/2015, 2015. Notwithstanding the above, either of the parties may terminate this Agreement at any time and for any reason or for no reason during the term upon thirty days' written notice to the other. This shall be a recurring annual Agreement, at proportional City cost reflecting any labor union contractual salary increases, unless otherwise terminated by either party.
9. Kevin Maloney shall remain the tenured Tax Assessor of the City of Bridgeton throughout the term of this Agreement. Further, should this Agreement be terminated by either party, it is understood by the parties that Kevin Maloney shall remain the tenured Tax Assessor of the City of Bridgeton, under the employment terms preceding this Agreement, uninterrupted as if this Agreement had not been in effect.
10. All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested to the municipal clerk of the party receiving such notice at the address listed in the preamble to this Agreement.
11. This Agreement constitutes the entire understanding between Bridgeton City and Galloway Township and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.
12. The parties agree that this Agreement was prepared under the authority of the State of New Jersey and therefore shall be interpreted by the laws of this State.
13. Bridgeton City shall maintain all insurance coverage with regard to the services hereunder, with that exception that Galloway Township shall provide employment practices liability insurance and public officials liability insurance for such services provided to Galloway Township as a rider to its policies obtained under the Atlantic County Municipal Joint Insurance Fund or any successor insurer. This Agreement and the obligations of the parties hereunder shall be conditioned upon Galloway Township's ability to maintain such coverage.
14. Bridgeton City shall indemnify and hold harmless Galloway Township, the members of its governing body, and its officers, agents and employees against any and all liability, losses, costs, damages, claims, judgments, or expenses incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, real or personal, or asserting any violation of personal or employment rights, except for any claim related to the services provided to Galloway Township pursuant to this Agreement and covered under the Employment Practices Liability

Insurance and Public Officials Liability Insurance for such services as set forth in paragraph 12.

15. The rights, duties and obligations of this Agreement may not be assigned without the other party's prior written consent.
16. It is agreed that a failure or delay in the enforcement of any of the provision of this Agreement by either party shall not constitute a waiver of those provisions.
17. If any provision or provisions of this Agreement be determined to be invalid or contrary to New Jersey law only these provisions shall be struck and the remaining provisions of this Agreement shall survive.
18. The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public entity separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.
19. The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate Resolution of each entity.
20. In accordance with the Act, a fully executed copy of this Agreement shall be filed with the New Jersey Department of Community Affairs.

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

**ATTEST:**

  
\_\_\_\_\_  
**T.C. Kay, Township Clerk**

**TOWNSHIP OF GALLOWAY**

  
\_\_\_\_\_  
**Don Purdy, MAYOR**

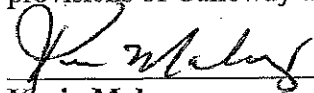
**ATTEST:**

  
\_\_\_\_\_  
**Darlene J. Richmond, City Clerk**

**CITY OF BRIDGETON**

  
\_\_\_\_\_  
**Albert B. Kelly, MAYOR**

In consideration of the benefits to be derived therefrom, I, Kevin Maloney, agree to comply with the provisions of this Agreement which relate to my performance of the services hereunder, including maintaining the confidentiality of public records and compliance with applicable provisions of Galloway Township Administrative Code.

A handwritten signature in cursive script, appearing to read "Kevin Maloney", is written over a horizontal line.

**Kevin Maloney**