

**TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER
R-177-14**

**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 TRAINING 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 training 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 training staff; and

WHEREAS, the Township of Franklin shall pay the Township of Monroe for the provision of a Tax Collector and training 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

Edward Leopardi, 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, October 14, 2014.

Barbara Freijomil, Clerk

SHARED SERVICES AND CONSOLIDATION ACT AGREEMENT BETWEEN THE TOWNSHIP OF MONROE AND THE TOWNSHIP OF FRANKLIN FOR AUTHORITY TO UTILIZE A TAX COLLECTOR/TRAINING STAFF FOR THE BENEFIT OF THE TOWNSHIP OF FRANKLIN

WITNESSETH:

WHEREAS, the Township of Franklin, County of Gloucester, State of NJ 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 training support;

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 training support; 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 other training support 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 training support; and

WHEREAS, the Township of Franklin has appointed Joanne Potopchuk as Tax Collector; and

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

NOW, THEREFORE, BE IT AGREED, this 1st day of October, 2014, 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 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 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 support staff.

4. The parties agree that during any time of the Agreement period, the Agreement may be terminated by either party upon ninety (90) day prior written notice.
5. Professional liability coverage is provided 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.

11. 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 training support from Monroe Township's support staff. 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 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 two and one-half (2.5) days each week and otherwise as necessary.

3. Payment from Township of Franklin to Township of Monroe. The Township of Franklin shall pay to the Township of Monroe Forty Thousand Dollars (\$40,000.00) for Tax Collector and support staff. Said payment

shall be made in four (4) increments of Ten Thousand Dollars (\$10,000.00). Said payments shall be due to the Township of Monroe on November 1, 2014, February 1, 2015, May 1, 2015 and August 1, 2015. No payments shall be made by the Township of Franklin to the Tax Collector appointed by the Township of Franklin or Monroe's support staff.

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, 2014 through September 30, 2015. This Agreement is not

automatically renewable and shall require the passage of a new resolution to continue with the Shared Services Agreement.

- 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:

Township of Franklin

Barbara Freijomil, Clerk

Edward Leopardi, Mayor

Township of Monroe
