

**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**

**SHARED SERVICES AND CONSOLIDATION ACT AGREEMENT  
BETWEEN THE TOWNSHIP OF MONROE AND THE TOWNSHIP OF  
FRANKLIN FOR AUTHORITY TO UTILIZE A TAX COLLECTOR  
AND (1) CLERICAL SUPPORT 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 (1) clerical support staff;

**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 other (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 Tax Collector; and

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

**NOW, THEREFORE, BE IT AGREED**, this 22nd day of March 2016, 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. 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.

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 (1) clerical support staff.
4. The parties agree that this 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 (1) Part time clerical support staff 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 one (1) day onsite and otherwise as necessary. The Township of Monroe shall allow at 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 of Ten Thousand Dollars (\$10,000.00). Said payments shall be made in four (\$) 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 31, 2016.. 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**

\_\_\_\_\_  
**Sheryl Neely, Mayor**

**Township of Monroe**

\_\_\_\_\_  
**Susan McCormick, Clerk**

\_\_\_\_\_  
**Daniel Teefy, Mayor**