

**SHARED SERVICES AGREEMENT BY AND BETWEEN THE
TOWNSHIP OF HADDON AND THE BOROUGH OF AUDUBON PARK FOR THE
DUTIES AND SERVICES OF TAX COLLECTION AND REGISTRAR OF VITAL
STATISTICS**

THIS DOCUMENT constitutes a Shared Services Agreement (“Agreement”) pursuant to N.J.S.A. 40A:65-1 et seq., entered into by and between the Township of Haddon, a body politic and municipal corporation of the State of New Jersey, with offices located at 135 Haddon Avenue, Haddon Township New Jersey 08108 (“Township”), and the Borough of Audubon Park, a body politic and municipal corporation of the State of New Jersey, with offices located at 20 Road C, Audubon Park, New Jersey 08106 (“Borough”). The date of the execution of this Agreement is the 8th day of Feb., 2011.

WITNESSETH

1. The Township of Haddon (“Township”) is a municipal corporation of the State of New Jersey with offices located at 135 Haddon Avenue, Haddon Township, NJ 08108;
2. Borough of Audubon Park (“Borough”) is a municipal corporation of the State of New Jersey with offices located at 20 Road C, Audubon Park, NJ 08106;
3. Both municipalities currently and independently provide tax collection and registrar of vital statistic services and duties;
4. The Borough has employees capable of supplying such services for both itself and the Township at a significant reduction in cost to both municipalities;
5. Accordingly, the Township and the Borough have pursued a plan for providing shared services for the positions of tax/utility collector and registrar of vital statistics;

6. As such, the Township designates the Borough as the provider for tax/utility collection and registrar of vital statistic duties and services within the Township;

7. N.J.S.A. 40A:65-1 specifically authorizes local government units, to enter into agreements for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the Township and the Borough do hereby agree as follows:

AGREEMENT

1. DESCRIPTION OF THE PROJECT.

The Township and the Borough shall consolidate tax/utility collector and registrar of vital statistics of the two municipalities wherein, the Borough shall provide the Township with its tax/utility collection and registrar of vital statistic services for the Township.

2. SCOPE OF SERVICES

The Township shall designate the Borough as the provider for tax/utility collection and registrar of vital statistic services and duties within the Township. The Borough shall provide the duties of the offices of tax/utility collector and registrar of vital statistics to the Township in accordance with this Agreement. The tax/utility collection services may consist of, but are not limited to, the duties of collecting taxes upon real and personal property in the Township, along with water and sewer rents.

3. COMPENSATION

The Township shall pay for the services provided for in accordance with this Agreement as follows:

A. The Township shall pay the Borough a total \$11,000.00 annually to perform the duties of the office of tax/utility collector.

B. The Borough shall bill the Township quarterly for services rendered in the amount of \$2,750.00;

C. The Township shall pay the Borough a total of \$500.00 annually to perform the duties of the office of registrar of vital statistics.

D. The Township shall pay the Borough within 60 days of the date of invoice. In the event the Township fails to make payment within 120 days of being invoiced, the Borough shall have the right to terminate this Agreement and take appropriate legal action to recover said payment. In the event the Borough is successful in this regard, the Borough shall seek compensatory damages only and costs incurred by the Borough in connection with such legal action.

4. TERM

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a **period of 4 years**.

Either party may, with or without cause, terminate this Agreement by notice to the other party. Such notice shall be provided in writing by the party wishing to terminate the Agreement to the other party at least 120 days prior to the designated termination date.

5. STAFFING

The Borough will provide a certified tax collector to perform the tax/utility collection and a certified registrar of vital statistics to perform those duties and services for the Township at the Township facilities.

6. INDEMNIFICATION

The Township and the Borough shall indemnify and hold each other harmless and defend each other, their 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 services under this Agreement.

7. PROFESSIONAL LIABILITY COVERAGE

Professional liability coverage is through the Joint Insurance Fund for each municipality. Each municipality shall provide coverage for the services, which are specifically performed for the respective municipality.

8. DISPUTE RESOLUTION

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with the American Arbitration Association Rules. Each party involved in the arbitration shall be responsible for its equally sharing in the cost of the proceeding, including the arbitrator. The parties agree that the decision rendered by the impartial arbitrator shall be binding.

9. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Township to the Township Clerk at the address indicated above, and for the Borough to the Borough Clerk at the address indicated above.

10. AUTHORIZATION

Each party to this Agreement represents and warrants to the other that all municipal action necessary for the Township and the Borough to enter into and perform all obligations required by this Agreement has been validly taken and that the undersigned are authorized to execute this Agreement.

11. 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 references only and shall not affect the meaning and interpretation of this Agreement.

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 is no side or oral Agreements relating to this undertaking as set forth.

F. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without either party's prior written permission.

G. 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 appropriate elected officials of the Township of Haddon and the Borough of Audubon Park have placed their signatures and appropriate seals on this 25th day of January, 2011.

THE TOWNSHIP OF HADDON

BY: 

RANDALL W. TEAGUE, MAYOR

ATTEST:


DENISE P. ADAMS, TOWNSHIP CLERK

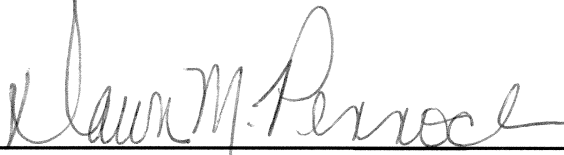
I, **DENISE P. ADAMS**, Township Clerk for the Township of Haddon, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Township of Haddon, at a meeting of said Township of Haddon on the 25th day of January, 2011 and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Governing Body of the Township of Haddon.


DENISE P. ADAMS, TOWNSHIP CLERK

BOROUGH OF AUDUBON PARK

BY: 
LAWRENCE PENNOCK, MAYOR

ATTEST:


DAWN PENNOCK, BOROUGH CLERK

I, **DAWN PENNOCK**, Borough Clerk of the Borough of Audubon Park, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough of Audubon Park, at a meeting of said Borough of Audubon Park on the 7th day of February, 2011, and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Governing Body of the Borough of Audubon Park.


DAWN PENNOCK, BOROUGH CLERK

RESOLUTION #2011-019
TOWNSHIP OF HADDON
COUNTY OF CAMDEN

**RESOLUTION OF THE TOWNSHIP OF HADDON, COUNTY OF
CAMDEN AND STATE OF NEW JERSEY AUTHORIZING THE
EXECUTION OF A SHARED SERVICES AGREEMENT BY AND
BETWEEN THE BOROUGH OF AUDUBON PARK AND THE
TOWNSHIP OF HADDON RELATIVE TO THE DUTIES AND
SERVICES OF THE OFFICES OF TAX/UTILITY COLLECTOR
AND REGISTRAR OF VITAL STATISTICS TO BE PERFORMED
BY THE BOROUGH OF AUDUBON PARK.**

WHEREAS, the Township of Haddon (hereinafter "Haddon") is a public entity organized under the laws of the State of New Jersey and located in the State of New Jersey; and

WHEREAS, the Borough of Audubon Park is a municipal entity organized under the laws of the State of New Jersey and located in Camden County, New Jersey ("Audubon Park"); and

WHEREAS, Audubon Park and Haddon desire to enter into a Shared Services Agreement ("Agreement") wherein Audubon Park shall provide the duties of the offices of tax/utility collector and the registrar of vital statistics for Haddon. The tax/utility collection services may consist of, but are not limited to, the duties of collecting taxes and water and sewer rents upon real and personal property in Haddon to the benefit of the citizens of both the Borough of Audubon Park and the Township of Haddon; and

WHEREAS, the Township of Haddon finds that such an Agreement can be arranged and can be mutually beneficial to both municipalities; and

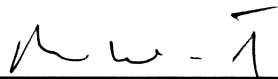
WHEREAS, the Township of Haddon agrees to pay the Borough of Audubon Park \$11,000 annually to provide the duties of the office of tax/utility collector for Haddon; and

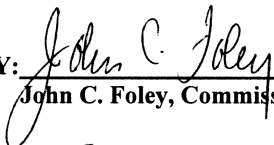
WHEREAS, the Township of Haddon agrees to pay the Borough of Audubon Park \$500 annually to provide the duties of the office of registrar of vital statistics for Haddon; and

WHEREAS, this Resolution is necessary to permit the Mayor and Township Clerk of the Township of Haddon to execute such a Shared Services Agreement on behalf of the Township of Haddon;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Commissioners of the Township of Haddon, County of Camden, State of New Jersey, that Randall W. Teague., Mayor of the Township of Haddon and Denise P. Adams, Township Clerk of the Township of Haddon, are hereby authorized to execute a Shared Services Agreement, a copy of which is attached hereto as Exhibit "A", to enter into this agreement to wherein Audubon Park shall provide the duties of the offices of tax/utility collector and registrar of vital statistics for Haddon.

THE TOWNSHIP OF HADDON

BY: 
Randall W. Teague, Mayor

BY: 
John C. Foley, Commissioner

BY: 
Paul Dougherty, Commissioner

ATTEST:


Denise P. Adams, Municipal Clerk

I, Denise P. Adams, Municipal Clerk for the Township of Haddon, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Board of Commissioners of the Township of Haddon, at a meeting of said Board of Commissioners of the Township of Haddon on January 25, 2011 and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Mayor and Commissioners of the Township of Haddon.


Denise P. Adams, Municipal Clerk

**RESOLUTION OF THE BOROUGH OF AUDUBON PARK, COUNTY OF
CAMDEN, AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION
OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE
BOROUGH OF AUDUBON PARK AND THE TOWNSHIP OF HADDON
RELATIVE TO THE DUTIES AND SERVICES OF THE OFFICES OF
TAX/UTILITY COLLECTOR AND REGISTRAR OF VITAL STATISTICS TO
BE PERFORMED BY THE BOROUGH OF AUDUBON PARK – NO. 2011:17**

WHEREAS, the Borough of Audubon Park (hereinafter “Audubon Park”) is a public entity organized under the laws of the State of New Jersey and located in the State of New Jersey; and

WHEREAS, the Township of Haddon is a municipal entity organized under the laws of the State of New Jersey and located in Camden County, New Jersey (“Haddon”); and

WHEREAS, Audubon Park and Haddon desire to enter into a Shared Services Agreement (“Agreement”) wherein Audubon Park shall provide the duties of the offices of tax/utility collector and the registrar of vital statistics for Haddon. The tax/utility collection services may consist of, but are not limited to, the duties of collecting taxes and water and sewer rents upon real and personal property in Haddon to the benefit of the citizens of both the Borough of Audubon Park and the Township of Haddon; and

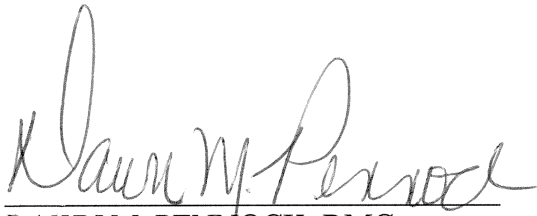
WHEREAS, the Borough of Audubon Park finds that such an Agreement can be arranged and can be mutually beneficial to both municipalities; and

WHEREAS, the Township of Haddon has agreed to pay the Borough of Audubon Park \$11,000.00 annually to provide the duties of the office of tax/utility collector for Haddon; and

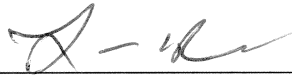
WHEREAS, the Township of Haddon agrees to pay the Borough of Audubon Park \$500.00 annually to provide the duties of the office of registrar of vital statistics for Haddon; and

WHEREAS, this Resolution is necessary to permit the Mayor and Borough Clerk of the Borough of Audubon Park to execute such a Shared Services Agreement on behalf of the Borough of Audubon Park;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Audubon Park, County of Camden, and State of New Jersey, that the Mayor is hereby authorized to execute a Shared Services Agreement, a copy of which is attached hereto as Exhibit “A”, to enter into this agreement to wherein Audubon Park shall provide the duties of the offices of tax/utility collector and registrar of vital statistics for Haddon.

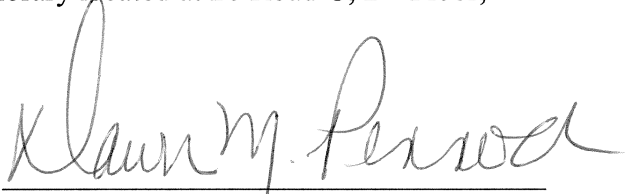


DAWN M. PENNOCK, RMC
BOROUGH CLERK



LAWRENCE E. PENNOCK, MAYOR

I hereby certify this to be a true copy of a resolution adopted by the Mayor and Borough Council of the Borough of Audubon Park at a regular meeting on Monday, February 7, 2011 at 7 PM in the Dorathea Zeoli Public Library located at 20 Road C, 2nd Floor, Audubon Park, NJ 08106.



DAWN M. PENNOCK, RMC
BOROUGH CLERK