

**TAX ASSESSOR
INTERLOCAL SERVICE AGREEMENT BETWEEN
THE TOWNSHIP OF WANTAGE AND
THE BOROUGH OF SUSSEX**

THIS AGREEMENT is entered the latter of the two dates on the signature page by and between

THE TOWNSHIP OF WANTAGE, a municipal corporation of the State of New Jersey (referred to as "Provider");

and

THE BOROUGH OF SUSSEX, a municipal corporation of the State of New Jersey;
(referred to as "Recipient").

Provider and the Recipient agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

The parties acknowledge that the Tax Assessor shall be an employee of the Provider who shall be responsible for his/her salary and benefits.

B. Responsibility.

At all times, the Provider shall maintain responsibility for and control over the Tax Assessor hired to provide the service. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through the Provider.

C. Supervision

The Tax Assessor furnished by the Provider shall be responsible for compliance with all state statutes governing municipal tax assessment and records.

D. Designation as Tax Assessor

Upon full execution of this agreement, the Borough of Sussex shall name Melissa Rockwell to be the Sussex Borough Tax Assessor, effective July 1, 2008 at a Public Meeting of the said governing body.

ARTICLE II: ACTIVITIES

A. Services to be Performed

The Provider will provide to the Recipient a Tax Assessor, to fulfill all statutory duties required of a Municipal Tax Assessor.

B. Hours of Service

The Tax Assessor shall maintain full time office hours at the Wantage Township Municipal Building.

C. Maintenance of Records

All records produced by the Tax Assessor on behalf of Sussex Borough shall be retained in the Township of Wantage Municipal Building.

ARTICLE III: EMPLOYEES

A. Personnel

The Provider shall provide one full time Tax Assessor plus additional staff as deemed necessary and appropriate by Wantage Township to fulfill the statutory duties of the Office of Tax Assessor."

B. Staffing Pattern

As described above

ARTICLE IV: FUNDING

A. Recipient shall pay the Provider the sum of \$10,000 [WANTAGE SAYS \$11,000] per year with 2008 prorated at \$5,000 [\$5,500] for the time period July 1 - December 31, 2008.

B. Payment by Recipients to Provider

The Recipient shall provide sufficient funds in their budget to cover contract costs. The Recipient shall provide payment for the service charges, based on the figures shown under Article IV, Section A. Payment may be made in one lump sum upon execution of the contract, or in monthly installments, at the discretion of the Recipient.

ARTICLE V: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

Duration of the agreement shall be for a three year period [FOUR YEAR PERIOD] beginning on July 1, 2008, and terminating on June 30, 2011 [2012].

B. Termination

Either party may terminate its participation in the interlocal service agreement by providing written notice to the other participant, with at least ninety days advance notification.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

D. Interpretation

Any questions regarding proper interpretation of the terms of the agreement shall be submitted by the Municipal Clerk of the Provider, to the municipal attorney of the Provider as well as to the municipal attorney of the Recipient, for interpretation. Absent a unanimous opinion, the requesting party may terminate their participation in the agreement as provided for in Article V, Section B, or file an action in a court of competent jurisdiction with venue in Sussex County. Each party shall bear its own cost of any litigation. In the event of a dispute between the Recipient and any other party in which the Provider is named as a party due to its provision of services under this Agreement, the Recipient shall be responsible for any of Provider's attorneys' fees and costs in such action.

ARTICLE VI: INDEMNIFICATION& DEFENSE OF PERSONNEL

In the event the Tax Assessor or any of the tax assessment department personnel are named as parties in any claim, proceeding, litigation, lawsuit or similar matter involving a matter concerning Recipient, Recipient shall provide the defense for the Provider's employee and shall also be responsible for indemnifying the employee(s) and/or Provider for any damages awarded against the employee(s) and/or Provider to the extent that the, proceeding, litigation or lawsuit is not the result of any action or inaction directly attributable to the Provider. If Provider and Recipient are co-defendants, the defense costs and damages, if any are awarded, shall be borne based on the percentage liability attributable to each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

ATTEST:

TOWNSHIP OF WANTAGE

Township Clerk

BY:_____
Mayor

BOROUGH OF SUSSEX

Borough Clerk

BY:_____
Mayor