

**R17-51**  
**A SHARED SERVICES AGREEMENT BY AND BETWEEN THE  
BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF  
BARRINGTON RELATIVE TO THE SERVICES OF A  
MUNICIPAL TAX COLLECTOR BY AND FOR THE BOROUGH  
OF MERCHANTVILLE**

**THIS DOCUMENT** constitutes an Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq. entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, New Jersey 08109 (Merchantville), and the Borough of Barrington, a body politic and corporate of the State of New Jersey with offices located at 229 Trenton Avenue, Barrington, New Jersey 08107 (Barrington). The date of the execution of this Agreement is the 1<sup>ST</sup> day of January, 2017.

**W I T N E S S E T H**

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

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

**WHEREAS**, the Borough of Barrington has in its employ a certain individual known as Kristy L. Emmett who has been appointed by Barrington as the Certified Tax Collector for the Borough of Barrington; and

**WHEREAS**, Kristy L. Emmett (hereinafter “Emmett”) is a licensed Tax Collector in the State of New Jersey pursuant to N.J.S.A. 40A:9-140-10 (“Statutes”) and the regulations promulgated thereunder (“Regulations”); and

**WHEREAS**, Barrington has agreed to permit Emmett to act as the Certified Tax Collector in the Borough of Merchantville, in addition to the duties assigned by Barrington to Emmett as an employee of Barrington; and

**WHEREAS**, Merchantville has agreed to pay Barrington the sum of Twenty-five Thousand Dollars (\$25,000.00) in the calendar year 2017, to be paid in accordance with the payment schedule set forth below; and

**WHEREAS**, Merchantville and Barrington intend by virtue of this document to set forth the terms and conditions of this Agreement; and

**WHEREAS**, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective Councils, attached hereto and made a part of this Agreement; and

**NOW, THEREFORE, AND IN CONSIDERATION** of the mutual promises set forth herein, the parties hereto agree as follows:

**1. TERM**

This Agreement shall be for a period of one (1) year commencing on January 1 of the date preceding the execution of this Agreement and shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

**2. CERTIFIED TAX COLLECTOR**

Emmett shall perform all of the duties of the Certified Tax Collector in the Borough of Merchantville, who shall provide to Emmett a suitable office and equipment necessary to perform said task. Emmett shall advise Merchantville of the days and hours that she will serve in Merchantville, in order to complete all duties required of a Certified Tax Collector during the term of this engagement.

**3. ALLOCATION OF PAYMENTS**

Merchantville shall pay to Barrington the sum of Twenty four Thousand Dollars (\$25,000.00) in equal quarterly payments of Six Thousand Seven Hundred Fifty (\$6,250.00) per

quarter in the calendar year 2017. Payments are to be made within on February 15, May 15, August 15 and November 15 of the calendar year. The appropriate vouchers shall be provided by Barrington. This figure is inclusive of salary and all costs which are related to this employment.

#### **4. EMPLOYMENT STATUS**

It is acknowledged by Merchantville, Barrington and Emmett that Emmett shall not be an employee of Merchantville, but in fact shall be an employee of Barrington and any payments made hereunder by Merchantville to Barrington shall be deemed in the nature of third party payments by these municipalities on a “vendor” basis.

Emmett acknowledges that in the event of a termination of this Agreement by any or all of the parties, she will not be paid any sum in excess of the salary committed by Barrington for the Certified Tax Collector’s salary. Emmett further waives and relinquishes any right that he may have against Barrington for additional compensation pursuant to any statute or regulation other than the compensation as set forth above.

Merchantville and Barrington acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Emmett during the term of this Agreement. The parties, at their option, shall either replace Emmett immediately with a Certified Tax Collector acceptable to all parties, or any or both parties may seek any other means of replacement consistent with the laws of the State of New Jersey.

#### **5. AUDIT**

Pursuant to the Single Audit Act of 1984, Barrington agrees to permit Merchantville and/or its agents to examine any and all records relevant to this Agreement and shall make the

same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

## **6. INDEMNIFICATION**

Merchantville shall indemnify, hold harmless and defend Barrington, its 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 the services under this Agreement.

Barrington shall indemnify, hold harmless and defend Merchantville, its 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 the services under this Agreement.

## **7. NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Barrington to the Borough Clerk, Borough of Barrington, 229 Trenton Avenue, Barrington, New Jersey 08007; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

## **8. 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 reference only and shall not affect the meaning and interpretation of this contract.

**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 are no side or oral Agreements relating to this undertaking set forth herein.

**F. Assignability**

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

**G. Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

**H. Funding**

In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

**I. 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 parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

**THE BOROUGH OF BARRINGTON**

**DATED:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
**ROBERT KLAUS, Mayor**

**ATTEST:**

\_\_\_\_\_  
**TERRY SHANNON, BOROUGH CLERK**

**THE BOROUGH OF MERCHANTVILLE**

**DATED:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
**EDWARD F. BRENNAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**DENISE L. BROUSE, BOROUGH CLERK**

**DATED:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
**KRISTY L. EMMETT**

March 13, 2017

I certify the above to be a true copy of a resolution adopted by the Mayor and Council of the Borough of Merchantville on March 13, 2017.

Date: \_\_\_\_\_  
Denise Brouse, R.M.C., Borough Clerk