
AGENDA

BOROUGH OF WASHINGTON, WARREN COUNTY, NJ

August 20, 2020

7:00 PM

STATEMENT OF ADEQUATE NOTICE

The requirements of the Open Public Meetings Law, P.L. 1975, Chapter 231 have been satisfied in that adequate notice of this meeting has been published in the Express-Times (Warren County Edition) and posted on the Boroughs website stating the time, place and purpose of the meeting as required by law.

ROLL CALL Conry, Cox, Duchemin, Noone, Norris, Valle, Higgins.

AUDIENCE/COUNCIL APPEARANCE

RESOLUTIONS

1. **RESOLUTION 2020-121-TOWNSHIP OF OXFORD AND BOROUGH OF WASHINGTON SHARED SERVICES AGREEMENT FOR REGISTERED MUNICIPAL CLERK**
2. **RESOLUTION 2020-128-RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT WITH OXFORD TOWNSHIP FOR REGISTERED MUNICIPAL CLERK SERVICES THROUGH DECEMBER 31, 2024.**

EXECUTIVE SESSION

- Personnel

ADJOURNMENT P.M.

**RESOLUTION 2020-120
TOWNSHIP OF OXFORD AND BOROUGH OF WASHINGTON**

SHARED SERVICES AGREEMENT FOR REGISTERED MUNICIPAL CLERK

THIS AGREEMENT is made this ____ day of _____, 2020, by and between:

BOROUGH OF WASHINGTON, a municipal corporation located in the County of Warren, State of New Jersey, with its principal office located at 100 Belvidere Avenue, Washington, NJ 07830 (hereinafter “Washington Borough”);

and

BOROUGH OF OXFORD, a municipal corporation located in the County of Warren, State of New Jersey with its principal office located at 11 Green Street, Oxford, NJ 07863 (hereinafter “Oxford”).

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any shared service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:9-133 requires each municipality to have a Registered Municipal Clerk, but same may be provided by an agreement with another municipality; and

WHEREAS, Washington Borough has agreed to furnish to Oxford the statutorily required Municipal Clerk services in accordance with N.J.S.A. 40A:9-133(e); and

WHEREAS, the provision of shared Registered Municipal Clerk services will result in a savings to Oxford in an amount of no less than **SIXTY-THOUSAND DOLLARS (\$60,000) PER ANNUM.**; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, Washington Borough and Oxford (collectively “the Parties”) have negotiated this Agreement for the provision of the aforesaid services for their respective jurisdictions; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A (Washington) and B (Oxford) respectively.

NOW THEREFORE, it is understood and agreed as follows:

1. **PREAMBLE.** All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if fully set forth.
2. **CONTROLLING LAW.** This Agreement is governed by the provisions of N.J.S.A. 40A:65-1, *et. seq.*, the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
3. **TERM OF AGREEMENT.** This Agreement shall take effect on September 1, 2020 (the "Effective Date"). This Agreement shall run for a period of four (4) years and four (4) months, expiring on December 31, 2024, unless sooner terminated in accordance with paragraph 15 below.
4. **SCOPE OF WORK.** Commencing September 1, 2020, Washington Borough shall furnish Oxford the services of a registered municipal clerk to fulfill all the statutory duties required of this position.

A. Designation of Employer — Salary and Benefits.

The Parties acknowledge that Washington Borough is hereby designated as the sole employer of the employee subject to this Agreement. Washington Borough shall be exclusively responsible for payment of any and all salary and the maintenance of all employee benefits and workers' compensation insurance. The employee shall be covered under all applicable personnel policies of Washington Borough and shall retain any and all rights and benefits that may have accrued from that position with Oxford. Nothing in this Agreement shall be interpreted as forming an employer-employee relationship between Oxford and/or Oxford's officials and the employee(s) who perform services for Oxford pursuant to this Agreement.

B. Supervision.

The employee subject to this Agreement shall be subject to the supervision of Oxford while performing duties for Oxford and by Washington Borough while performing services for Washington Borough, but any and all personnel or employment issues shall be handled by Washington's applicable policies.

C. Designation of Positions.

Pursuant to the provisions of N.J.S.A. 40A:65-5, the Oxford Governing Body has adopted a resolution authorizing Oxford to enter into this Shared Services Agreement with Washington Borough for the shared services outlined herein and has designated

and does designate hereby the Registered Municipal Clerk of Washington Borough as the Registered Municipal Clerk for Oxford.

5. SERVICES TO BE PERFORMED.

Washington Borough will provide to Oxford the services of a Registered Municipal Clerk to provide such services in manner consistent with the level and quality that is consistent with all statutorily required duties of a Municipal Clerk pursuant to N.J.S.A. 40A:9-133(e).

6. HOURS OF SERVICE.

- a) The Registered Municipal Clerk pursuant to a mutually agreeable/flexible schedule will work a minimum of eighteen (18) hours of service per week to be provided on site in Oxford and/or at the Washington Borough Municipal Offices.
- b) The parties acknowledge and agree that the eighteen (18) hours referenced in paragraph (a) above represent a good faith estimation of time, however, it is understood that the demands of the position in either municipality may require that the hours stated, at times, fluctuate.

7. COMPENSATION.

- (a) Oxford shall pay to Washington Borough an annual sum of \$34,000.00, payable in four (4) quarterly payments of \$8,500.00, as compensation for the Registered Municipal Clerk's services.
- (b) Prior to the Effective date, Oxford agrees and understands that Washington Borough's Registered Municipal Clerk will need to work on site in order to plan and prepare for the effective transition of this Agreement. As such, prior to the Effective Date of this Agreement, any such work will be paid by Oxford at a compensation rate of \$55.00/hr. for the services of the Registered Municipal Clerk. The aforesaid rate shall include travel and mileage at the applicable federal rate.

8. COST SAVINGS ANALYSIS.

In accordance with the dictates of N.J.S.A. 40:65-7(a)(3), the attached Exhibit C represents the anticipated cost savings by the Township and is anticipated to be \$68,600.93 per annum.

- 9. MAINTENANCE OF RECORDS.** All records produced by the Registered Municipal Clerk on behalf of Oxford shall be retained at the Oxford Municipal Building.

10. **INSURANCE.** The employee provided for in this Agreement shall be covered at all times by Washington's workers compensation policy whether working in Oxford or Washington Borough, as well as by all other policies of insurance that are maintained by Washington Borough which are applicable to the employees, such as, by way of example and not by way of limitation, the policies of insurance that are set forth on Exhibit "D." Washington Borough agrees to provide Oxford with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of a material change to said policies.
11. **AMENDMENT.** This Agreement may be amended by mutual agreement of the parties, provided such amendment is in writing with notice to the parties and approved by Resolution of both governing bodies.
12. **EXTERNAL DISPUTES.** Oxford's Mayor shall notify Washington Borough's Mayor, in a timely manner, of any complaints related to the nature, extent and quality of services provided to Oxford by Washington. Washington Borough's Mayor shall handle any responses to issues related to the services provided.
13. **CONFIDENTIALITY.** Each party recognizes and acknowledges that it may have access to certain confidential information of the other party (*e.g.*, employment, operations, and financial records and related data), which is not otherwise publicly available (the "Confidential Information"). Each party will treat as confidential all Confidential Information of the other party; will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other party's Confidential Information; and will not sue or disclose such Confidential Information, unless such information becomes generally known through no fault of the disclosing party, or unless such party is required by law to disclose such Confidential Information. Each party agrees that any breach of its obligations under this Section will entitle the other party to equitable relief to protect its interests therein, including injunctive relief.
14. **HOLD HARMLESS AND INDEMNIFICATION.** Oxford shall indemnify and hold Washington, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services by Washington Borough to Oxford, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of Oxford and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.
15. **REQUIRED BONDS.** Oxford shall apply for and acquire any and all required bonds necessary for the implementation of this Agreement.
16. **TERMINATION.**
 - a) This Agreement may be terminated at any time upon mutual Agreement of the Parties.

- b) Either Party may terminate this Agreement at any time and for any reason upon giving the other party thirty (30) days advanced notice, in writing, delivered to the other Party by certified mail at the address provided herein under in accord with paragraph 17.

17. DEFAULT. In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within fifteen (15) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that 15-day period or to commence an action in the Superior Court of New Jersey, Warren County, in order to seek legal or equitable relief as may be available to it.

18. NOTICES. Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to Township of Oxford:
Township of Oxford
11 Green Street,
Oxford, NJ 07863
Attn: Mayor

With a Required Copy to:
Township Clerk
11 Green Street,
Oxford, NJ 07863

If to Borough of Washington:
Borough of Washington
100 Belvidere Avenue,
Washington, NJ 07830
Attn: Mayor

With a Required Copy to:
Borough Clerk
100 Belvidere Avenue,
Washington, NJ 07830

19. CHOICE OF LAW. Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

20. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and may not be changed orally and may only be modified or amended by a written statement signed by both parties.

21. SEVERABILITY. If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

22. WAIVER. Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

- 22. HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this agreement.
- 23. JOINT PREPARATION.** This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

TOWNSHIP OF OXFORD

By: _____

ROBERT NYLUND, Mayor

BOROUGH OF WASHINGTON

By: _____

DAVID HIGGINS, Mayor

Exhibit C

COST SAVINGS ANALYSIS PURSUANT TO N.J.S.A. 40:65-7(a)(3)

Township of Oxford
Compensation for Registered Municipal Clerk

Salary	75,725.78	
Special Meeting	150.00	1 meeting in 2020
Election stipend	830.00	2 elections
Employer Taxes	5,867.99	
Health	19,727.16	
Cell Phone Reimbursement	300.00	
	102,600.93	

Note: Additional Cost is the value of the Vacation and Sick days provided to the employee. Those days are part of employee salary, but those days would not have to be provided with Shared Services.

Estimated Cost of Vacation, Personal and Sick days.

5 Personal Days	1,456.27
15 Sick days	4,368.80
20 Vacation Days	<u>5,825.06</u>
Total Cost	\$ 11,650.12

Township of Oxford
Summary of the Savings for Township Clerk Shared Services

Cost of Shared Services	34,000.00
Current Cost of the Township Clerk	<u>102,600.93</u>
Net Savings	\$ (68,600.93)

DRAFT-SUBJECT TO CHANGE