

RESOLUTION NO. 2021-57

AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF SEA GIRT AND THE TOWNSHIP OF ABERDEEN FOR TAX ASSESSOR

WHEREAS, the Township of Aberdeen and the Borough of Sea Girt (hereinafter referred to as the “Parties”) wish to establish a shared Tax Assessor pursuant to the New Jersey Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.) authorizes local units such as these Municipalities to enter into Shared Services Agreement with other local units; and

WHEREAS, the Parties find that it is in their best interest to establish a shared Tax Assessor upon the terms and conditions established by and memorialized in the mutual written agreement approved by this Resolution and attached herewith.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of Aberdeen hereby authorizes the Township to enter into a Shared Services Agreement with the Borough of Sea Girt for a Shared Tax Assessor as outlined in the attached Agreement to be effective March 1, 2021, for a three year period and reviewed on an annual basis.

BE IT FURTHER RESOLVED, the Council of the Township of Aberdeen resolves that the Mayor is hereby authorized as signatory on behalf of the Township of Aberdeen.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Township Departments: Administration, Clerk, Finance, Tax Assessor as well as the Borough of Sea Girt, and the Division of Local Government Services Attn: Shared Services.

**SHARED SERVICES AGREEMENT BY AND BETWEEN
THE TOWNSHIP OF ABERDEEN AND THE BOROUGH OF
SEA GIRT CONCERNING TAX ASSESSOR**

THIS SHARED SERVICES AGREEMENT, made this _____ day of _____, 2021 (the “Agreement”) by and between the Township of Aberdeen, with offices located at 1 Aberdeen Square, Aberdeen Township, NJ 07747, and the Borough of Sea Girt, located at 321 Baltimore Blvd, Sea Girt, NJ 08750 (the “Parties”).

W I T N E S S E T H:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (the “Act”) permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Township of Aberdeen (“Aberdeen”) and the Borough of Sea Girt (“Sea Girt”) are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey law to enter into a Shared Services Agreement pursuant to the Act; and

WHEREAS, Aberdeen has a Tax Assessor, who will perform the duties of municipal tax assessor for the parties, as permitted by law; and

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, agree as follows:

Section 1.01. Designation of General Agent. The Parties acknowledge that the Tax Assessor shall be an employee of Aberdeen for payment of any and all benefits with respect to that employee.

Section 1.02 Responsibility. The Tax Assessor, having been duly appointed by Aberdeen pursuant to state law shall perform all statutory duties required of a municipal tax assessor and shall from time to time, when called upon by Sea Girt for at least one (1) day per week (Thursday) for three (3) hours (2:00PM – 5:00PM) shall act as Tax Assessor for Sea Girt.. In addition, the Tax Assessor shall be available for tax appeals. All records related to assessments or related property data for the Borough of Sea Girt shall be maintained so as to be accessible to authorized representative(s) of the Borough of Sea Girt, as designated by the Borough Council.

Section 1.03 Costs and Fees. The Parties specifically agree that Sea Girt will pay Aberdeen a total of \$19,876.70 for 2021 with a 2% increase per year. 2021 will be paid on a pro-rata schedule.

Section 1.04 Term. This Agreement shall take effect March 1, 2021 or a date to be agreed upon for a three (3) year period and shall be reviewed on an annual basis, which Agreement may be terminated at the end of a calendar year by any Party by providing written notice of termination no

later than September 1st of the calendar year in which the Shared Services Agreement will terminate. Notices shall be sent by certified mail, return receipt requested, in accordance with Section 1.11 hereof.

Section 1.05 Covenants. The Parties represent and warrant, each to the other, that they are corporations duly organized, validly existing and in good standing under the laws of the State of New Jersey and have the authority and power to enter into and to carry out the terms and provisions of this Agreement. Each Party represents that the Agreement has been authorized by resolutions of the governing bodies of Aberdeen and Sea Girt.

Section 1.06 Insurance. The Parties shall provide worker's compensation insurance for their employees as required by law. The Parties shall maintain comprehensive general liability in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate during the term of the Agreement and each shall name the other as an additional insured on such general liability policy. The Parties shall provide each other with Certificates of Insurance showing evidence of such coverage.

Section 1.07 Indemnification. Sea Girt is solely responsible for any liability, costs of litigation, fees & damages, arising out of or in any way related or connected to any assessment services or negligence resulting from this Agreement and any services delivered hereunder arising from any action, or negligent actions while performing services, for the Borough of Sea Girt. Sea Girt shall, hold Aberdeen and its officers, employees, agents and Tax Assessor harmless and defend and pay all costs, expenses, fees and damages, at its sole cost and expense, from any claims, in any administrative or judicial proceeding arising from, related to or in connection with this Agreement.

Section 1.08 Relationship of the Parties. Except as otherwise explicitly provided herein, no Party to this Agreement shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by the other Party and nothing in this Agreement shall be deemed to constitute any Party an officer, employee, agent or legal representative of any other Party or to create any fiduciary relationship between or among the Parties. The Tax Assessor shall not gain tenure through or for the Borough of Sea Girt as a result of this agreement, or for his services to the Borough of Sea Girt.

Section 1.09. Waiver. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 1.10. Modification. Modifications, waivers or amendments of this Agreement shall be effective only if set forth in a written instrument signed by both Parties hereto after all required actions regarding the authorization for such modifications, waivers or amendments have been taken.

Section 1.11 Notices. Any notice or other communication required to be given hereunder shall be in writing and shall be deemed to have been validly given if emailed, delivered in person or via

overnight or certified mail, postage prepaid, addressed as follows:

To Aberdeen: Bryan Russell, Township Manager
1 Aberdeen Square
Aberdeen, NJ 07747

To Sea Girt: James Gant , Administrator
321 Baltimore Boulevard
Sea Girt, NJ 08750

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

Section 1.12 Assignment of Rights. Neither party shall assign, sell, transfer or otherwise vest in any person any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 1.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective subsidiaries, successors and permitted assigns of the Parties hereto.

Section 1.14 Severability. In the event that any provision of this Agreement shall, if for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

Section 1.15 Governing Law. The obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

Section 1.16 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their proper corporate officers and their corporate seals to be hereunto affixed and attested the day and year first above written.

ATTEST:

TOWNSHIP OF ABERDEEN

Karen Ventura, Borough Clerk

By: _____
Fred Tagliarini, Mayor

ATTEST:

BOROUGH OF SEA GIRT

Dawn Harriman, Borough Clerk/Registrar

By: _____
Ken Farrell, Mayor