

TOWNSHIP OF UPPER DEERFIELD

RESOLUTION 19-214

AUTHORIZING THE SECOND AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH THE CITY OF MILLVILLE FOR SERVICES OF A TAX ASSESSOR

WHEREAS, the City of Millville (hereinafter the “Provider”) and the Township of Upper Deerfield hereinafter the “Recipient”) previously entered into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.) wherein the City of Millville’s Tax Assessor also serves as the Tax Assessor of the Township of Upper Deerfield; and

WHEREAS, the original agreement was approved by the Millville City Commissioners on April 3, 2012 by Resolution R76-2012 and by the Upper Deerfield Township Committee on March 15, 2012 by Resolution 12-85; and

WHEREAS, the parties previously entered into a First Amendment to Shared Services Agreement by the providers Resolution 34-2017 on January 17, 2017 and also by Resolution 16-298 of the recipient on December 29, 2016; and

WHEREAS, the term of said agreement is scheduled to expire on December 31, 2019 and the parties desire to amend said agreement for an additional three (3) year term with certain modifications; and

NOW THEREFORE, be it agreed between the parties based upon the mutual covenants set forth below that the Shared Services Agreement between the City of Millville and the Township of Upper Deerfield for Tax Assessor dated April 3, 2012 is hereby amended a second time as follows:

1. ARTICLE III. CONSIDERATION AND METHOD OF PAYMENT

The annual consideration paid by the Recipient to the Provider for the shared services set forth is as follows:

1. \$32,000.00. Payments shall be made on a monthly basis at the rate of \$2,666.66 at the end of each calendar month.
2. Payments shall not begin until the agreement is fully effective in accordance with the procedures set forth herein.
3. Monthly payment shall be based on calendar months. If there is a partial calendar month at the beginning or end of this Agreement, the consideration shall be prorated for that portion of the month when services were provided.

2. ARTICLE IV. GENERAL PROVISIONS

1. **Applicable Law and Venue.** This Agreement shall be interpreted, governed and enforced in accordance with the laws of New Jersey without regard to conflicts of laws principles. The parties agree that any and all legal actions relating to any dispute, enforcement or other matter to be decided between the parties arising out of the Agreement or subject matter hereof shall be brought in a state court in Cumberland County.
2. **Alternative Dispute Resolution.** The parties may agree to submit any dispute, enforcement, or other matter related to this Agreement to binding arbitration. In such case the parties agree to follow the normal arbitration proceedings established

in the Superior Courts of Cumberland County for dispute resolutions, except that the arbitration shall be binding with no appeal to the courts.

3. Duration of Contract. The duration of this Contract shall be extended until December 31, 2022 unless terminated by the mutual consent of both parties or in accordance with any applicable laws, rules or regulations including legal proceedings.

3. All other terms not inconsistent with the aforesaid provisions contained in the original Shared Services Agreement dated April 3, 2012 shall remain in full force and effect.

4. The Mayor and Township Clerk are hereby authorized to execute said second amendment.

Moved By: Bruce Peterson

Seconded By: John T. O'Neill

VOTING

James P. Crilley
John L. Daddario
John T. O'Neill, Sr.
Bruce T. Peterson
Scott Smith

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
X			
X			
X			
X			
X			

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Township Committee of the Township of Upper Deerfield, in the County of Cumberland, at a meeting thereof held December 19, 2019.

Roy J. Spoltore, Township Clerk