

**RESOLUTION NO. 2023-498**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND THE CITY OF MARGATE FOR NON-AUDIT ACCOUNTING SERVICES**

**WHEREAS**, the City of Vineland and the City of Margate recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination than separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own; and

**WHEREAS**, Margate has proposed that Vineland provide to Margate non-audit accounting services as needed and requested by Margate, in accordance with the terms and conditions set forth in the attached draft of a Shared Services Agreement; and

**WHEREAS**, the City of Vineland is able to provide the services requested by Margate.

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement by and between the City of Vineland and the City of Margate, in the form and substance as attached hereto and made a part hereof, pursuant to which the City of Vineland will provide non-audit accounting services to the City of Margate, subject to non-material changes as directed by the City Solicitor.

**BE IT FURTHER RESOLVED** that the City of Vineland shall notify the Division of Local Government Services as required by law.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

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**SHARED SERVICES AGREEMENT**

**by and between the**

**THE CITY OF VINELAND**

**AND**

**THE CITY OF MARGATE**

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## **SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** ("Agreement"), is made by and between the City of Margate, located at Margate City Hall, 9001 Winchester Avenue, Margate, New Jersey 08402 ("Margate"), and the City of Vineland, a municipal corporation of the State of New Jersey with offices at 640 Wood Street, Vineland, New Jersey 08360 ("Vineland").

### **RECITALS**

- A. Vineland and Margate agree that a reduced expenditure of municipal tax dollars while providing a greater level of governmental services can be achieved through a shared services agreement;
- B. Vineland and Margate further recognize the value of interlocal cooperation as a way of reducing duplication and overlap of services;
- C. In enacting the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), the New Jersey Legislature has encouraged any local unit of the State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction as a means to reduce local expenses funded by property taxpayers;
- D. Vineland and Margate, as "local units" defined by the Act, are empowered to enter into shared services agreements;
- E. Vineland and Margate have identified an area where working together through shared services will result in positive outcomes for both municipalities; and
- F. Vineland and Margate now wish to enter into a Shared Services Agreement ("Agreement") pursuant to which Vineland will provide Margate with municipal accounting services as needed and requested by Margate; and
- G. Acting pursuant to the Act, Vineland and Margate desire to enter into this Shared Services Agreement (the "Agreement") through which Vineland and Margate shall hereinafter share certain services and resources in order to decrease costs by Vineland and Margate;
- H. Vineland and Margate have authorized execution of this Agreement by the adoption of Resolutions by their governing bodies.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, and pursuant to all applicable federal, state, and local laws, statutes, codes or ordinances, Vineland and Margate do hereby agree as follows:

1. Services Provided

Vineland shall provide Margate with non-audit accounting services, as needed and requested by Margate, effective \_\_\_\_\_, 2023, until this Agreement's expiration or termination. Vineland agrees to provide sufficient staff to ensure the Chief Financial Officer has appropriate and adequate personnel support available to provide the services as requested by Margate. Margate shall provide Vineland with such information and document as may be necessary for Vineland to provide services requested by Margate under this Agreement.

2. Compensation

Margate shall compensate Vineland on an hourly basis for all services provided by Vineland under this Agreement. The Vineland personnel who will be providing services under this Agreement, and their titles, hourly rates, and union membership, are listed on Schedule A, attached hereto. Vineland shall have the right to schedule and assign employees who will be providing the services and to revise that schedule as existing employees retire and/or new employees are hired, with such employees to be compensated in accordance with Schedule A and the terms and conditions of applicable collective bargaining agreements.

3. Fee Escalation.

The hourly rates listed on Schedule A will be subject to annual increases in accordance with the provisions of applicable collective bargaining agreements. Under the terms of the applicable collective bargaining agreements, Unit 3 employees will receive a 2.9% compensation increase, and Unit 2 employees will receive a 2.75% increase, both effective January 1, 2024.

4. Term.

The term of this Agreement shall commence November 1, 2023, and shall continue until October 31, 2024 (the "Term"), unless terminated sooner pursuant to the terms and conditions of Section 7 of this Agreement. Notwithstanding the foregoing, by resolutions of the governing bodies of both Parties, this Agreement may be extended for additional terms of one (1) year up to a total of four (4) additional years.

5. Indemnification.

Margate agrees to hold Vineland, its officers, employees and agents harmless from any and all claims of whatever nature or type arising from the provision of the services by Vineland to Margate and its residents pursuant to this Agreement. Vineland shall likewise hold Margate, its officers, employees and agents harmless from any and all claims of whatever nature or type arising from the provision of the services contained in this agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person.

6. Insurance.

It is recognized and understood that Margate and Vineland participate in a Joint Insurance Fund ("JIF"). Final approval of this Agreement by Margate and Vineland is subject to each obtaining assurance of coverage by their respective JIF and that each will name the other as additional insured on any commercial general liability insurance policies it separately maintains. Additional policies shall include business automobile liability with mutually agreed upon deductibles. Vineland shall provide workers' compensation coverage as the Vineland employees providing services under this Agreement shall remain employees of Vineland. Each of the Parties shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event either Margate or Vineland ceases to participate in a JIF, such party shall provide alternative insurance comparable to the JIF coverage and subject to the reasonable approval of the other party. A periodic review of insurance requirements, including an expansion of these requirements relative to a specific new Addendum, is necessary and understood by parties to this agreement. Any changes to this Agreement, including an Addendum, will require a review of the insurance requirement. Any changes to this agreement including an addendum will require a review of the insurance requirement

7. Termination.

- A. This Agreement may be terminated at any time upon mutual agreement of the Parties; however, unless otherwise agreed by the Parties, such a termination shall become effective thirty (30) days following the adoption of joint resolutions by both governing bodies authorizing the termination.
- B. Either party may terminate this Agreement at any time and for any reason upon giving the other party thirty (30) months' notice of its intent to terminate.
- C. In the event either party defaults in the performance of any of its obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement and shall be entitled to all other remedies available at law, in equity, or

both. The non-defaulting party shall also be entitled to receive from the defaulting party all costs and expenses, including legal fees, as a result of such default.

- D. In the event of a termination pursuant to any subsection of this paragraph, the Parties shall take all steps necessary to ensure that the services are transitioned back to the respective party in a manner which does not jeopardize the health, welfare or safety of the residents of either party. In addition, all Parties shall be entitled to the return of all equipment and other personal property that was transferred or loaned pursuant to this Agreement.

## 8. Chain of Command; Annual Meeting

- A. Vineland employees providing services under this Agreement shall be under the exclusive authority and control of Vineland; conversely, Margate employee(s), if any, providing services under this Agreement, shall be under the exclusive authority and control of Margate. Both Parties shall only provide direction, or instruction, to the other party's employees through the Chief Financial Officer, or other managerial designate, of the respective party. Neither party shall discipline or reprimand any employee of the other party to this agreement. All complaints, instructions, requests, including requests for information, or other lines of communication by either party shall be through the Mayor and/or Administrator, or such other chief administrative officer, as may be designated from time to time by the respective Parties.
- B. The Parties agree to have their designated representatives meet at least annually to discuss the provision of the services under this Agreement; the costs associated with same; and any other matters concerning this Agreement.

## 9. Confidentiality

The Parties recognize and acknowledge that in the performance of the duties called for under this Agreement, certain confidential information of the other party will need to be shared or transmitted, including employment, operations, and financial records, as well as related data which is not otherwise publicly available ("Confidential Information"). Each party will treat as confidential all Confidential Information of the other party while implementing reasonable procedures to prohibit the disclosure, unauthorized duplication, use, misuse, or removal of the other party's Confidential Information, and will not use or disclose such Confidential Information, unless it becomes generally known through no fault of the disclosing party, or unless such party is required by law or court order to disclose such Confidential Information.

## 10. Choice of Law

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

#### 11. Entire Agreement

This Agreement represents the entire agreement between the Parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by writing, which is to be signed by all of the Parties hereto.

#### 12. Severability

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

#### 13. Waiver

Failure to insist upon strict compliance with any of the 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 other 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.

#### 14. Modification

This Agreement may not be changed orally, and may be modified or amended only by a written agreement signed by both Parties. In consideration of unforeseen circumstances and in order to insure proper and efficient delivery of services to the residents of Margate and Vineland, the delivery of services can be practically modified, as it pertains to day to day logistical operations, by mutual consent of the Parties, Administrators, or their managerial designees.

#### 15. Expansion

Upon the mutual agreement of the Parties, this Agreement may be expanded in the future in order to cover additional services not presently covered in this Agreement. Such expansion will require the Parties to re-examine the terms and conditions of this Agreement at that time, and the adoption of a new Agreement, or an additional addendum to this Agreement.

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

CITY OF MARGATE

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

CITY OF VINELAND

\_\_\_\_\_

BY: \_\_\_\_\_



## Schedule A

| Last Name, Suffix | First Name, Middle Initial | Title                   | Reg. Rate | CBA    |
|-------------------|----------------------------|-------------------------|-----------|--------|
| BALDOSARO         | SUSAN                      | Chief Financial Officer | 84.2400   | Unit 3 |
| FELICIANO-BAILEY  | NORMA                      | Principal Accountant    | 43.5500   | Unit 2 |
| HILL              | YOLANDA                    | Chief Accountant        | 55.2600   | Unit 3 |
| VOLPE JR          | EUGENE J                   | Municipal Auditor       | 63.1600   | Unit 3 |