

**A SHARED SERVICE AGREEMENT BETWEEN
THE TOWNSHIP OF VOORHEES
AND THE TOWNSHIP OF BERLIN FOR THE PROVISION OF CHIEF FINANCIAL
OFFICER SERVICES**

THIS AGREEMENT is entered with an effective date of June 26, 2023 by and between **THE TOWNSHIP OF VOORHEES**, a municipal corporation of the State of New Jersey (referred to as "Voorhees"); and **THE TOWNSHIP OF BERLIN**, a municipal corporation of the State of New Jersey (referred to as "Berlin").

WITNESSETH, that the Provider and the Recipient agree as follows:

ARTICLE I: SCOPE OF SERVICES

- A. **VOORHEES**, as primary employer, agrees to provide CFO services through its CFO Alexander Davidson, CPA, RMA, CMFO, QPA, CFE, (hereinafter "Voorhees Employee") who shall be recognized as CFO for **BERLIN** through this Agreement and in accord with the statutory rights and obligations associated with that position under New Jersey law, including but not limited to N.J.S.A. 40A:9-141, et seq. The Voorhees Employee will remain a direct employee of **VOORHEES** and will not become a direct employee of **BERLIN**.
- B. **VOORHEES** shall be the principle employer of the Voorhees Employee and **BERLIN** shall receive their services through this Shared Services Agreement. **VOORHEES** shall have authority and control over the Voorhees Employee according to law. In the event **BERLIN** has any personnel issues associated with the services received hereunder, **BERLIN** shall bring those issues to the **VOORHEES** Township Administrator or Administrator's designee to be addressed.
- C. The compensation of the Voorhees Employee shall be fixed by Salary Ordinance and/or by Contract adopted by the **VOORHEES** Township Committee.
- D. The Voorhees Employee shall work a minimum of 3 1/2 hours per week within **BERLIN** Municipal Offices.

ARTICLE II: PAYMENT BY BERLIN

- A. \$42,214.27 total compensation shall be paid by **BERLIN** to **VOORHEES**, which is based upon the following analysis:
 - \$37,252.40 Salary
 - \$2,849.81 Social Security & Medicare at 7.65%
 - \$260.77 Disability insurance at .007%
 - \$961.57 Pension at 3.00% based upon DCRP employer rate of contribution.
 - \$889.72 Pension at 17.11% based upon PERS employer rate of contribution.As the employee's base salary becomes pensionable under the PERS the prevailing employer contribution shall be charged.
- The total charge to be paid to **VOORHEES** is agreed to be \$42,214.27 per year.

- B. Any annual increase to the above shall be based upon such adjustments to match that which **BERLIN** provides its other employees.
- C. **BERLIN** shall provide payment quarterly upon issuance of a formal invoice from **VOORHEES**.
- D. Each party shall be responsible for its own legal expenses in preparing and negotiating the terms of this Agreement.

ARTICLE III: TERM OF THE CONTRACT

- A. This Agreement shall commence as of June 24, 2023 and shall continue until December 31, 2026, or until earlier termination as provided in the next sentence. This Agreement may be terminated (1) by either party to this Agreement by way of the terminating party adopting rescinding legislation and providing written notice of the same to the other party, which said legislation shall be adopted and notice given at least sixty (60) days in advance of any intended effective date of such termination, or (2) immediately at such time that the Voorhees Employee is no longer an employee of Voorhees.
- B. This Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective. This Agreement may be extended by respective Resolutions by each of the governing bodies of the Parties.

ARTICLE IV: INSURANCE, ALLOCATION OF RISK, AND INDEMNIFICATION

- A. In the event that a claim is brought against either Party by the Voorhees Employee or due to conduct of one of the Voorhees Employee, each Party shall initially seek coverage through their respective Joint Insurance Funds. In the event that a claim emanates from activity or incidents that occurred solely in and solely related to one municipality, that municipality shall defend, indemnify and hold harmless the other municipality against any such claims.

ARTICLE V: MISCELLANEOUS

- A. Notice. Whenever under the terms of this Agreement, written notice is required or permitted to be given by one party to another party, such notice shall be deemed to have been sufficiently given if personally delivered to the Municipal Clerk or if mailed by way of certified or registered mail, return receipt requested, and addressed to the party to whom it is to be given at the addresses identified above.
- B. Dispute Resolution. Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

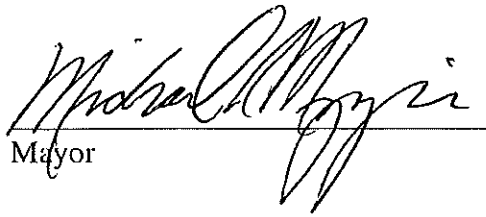
STEP A: The Parties Contact Persons shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agreed upon by the Parties, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved in Step A, then, pursuant to N.J.S.A. 40A:65-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration. Any costs associated with arbitration shall be borne equally by both parties.

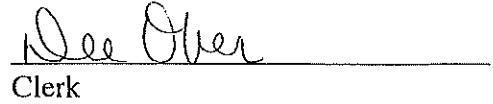
- C. Authorization. Each party represents and warrants to the other that all municipal or Township actions necessary for each municipal entity to enter into and perform all obligations required by this Agreement have been taken validly and that the undersigned are authorized to execute this Agreement. In addition, each party represents that the party executing this agreement on behalf of the municipal entity is authorized to do so by law. A copy of the municipal entity's resolution authorizing this agreement shall be attached hereto.
- D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.
- E. No Assignment. There shall be no assignment of this agreement without the written consent of the other may not assign this Agreement. The services provided hereunder by the Voorhees Employee are personal to Alexander Davidson, and Voorhees shall have no obligation to provide any other employee for the performance of the services hereunder, or for any other reason, to Berlin.
- F. Entire Agreement. This Agreement sets forth the entire understanding of the parties here to with respect to the transactions contemplated herein. No changes or modifications of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.
- G. Severability. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the parties hereto have executed this Shared Services Agreement on the date written below.

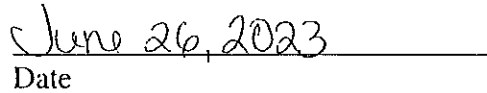
TOWNSHIP OF VOORHEES:



Mayor

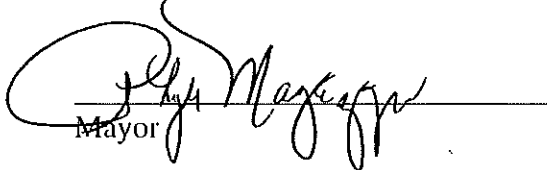


Clerk

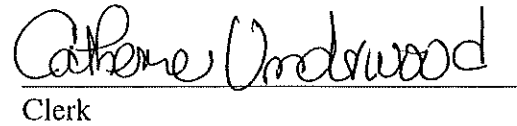


Date

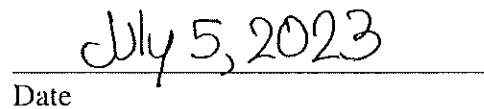
TOWNSHIP OF BERLIN:



Mayor



Clerk



Date

RESOLUTION 2023-134 AUTHORIZATION TO SIGN CONTRACT AGREEMENT FOR SHARED SERVICES BY AND BETWEEN THE TOWNSHIP OF VOORHEES AND THE TOWNSHIP OF BERLIN FOR CHIEF FINANCIAL OFFICER SERVICES.

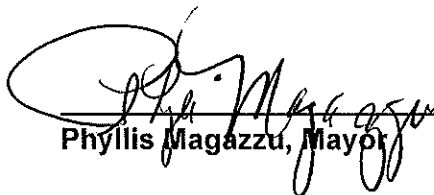
WHEREAS, the Township of Berlin wishes to enter into a Shared Service agreement with, the Township of Voorhees to share services and reduce costs by working together to provide Chief Financial Officer services; and

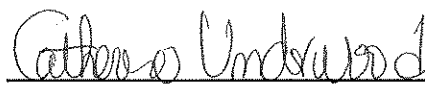
WHEREAS, the Township of Berlin has determined that proceeding a shared service agreement would be beneficial to Berlin Township; and

WHEREAS, the Township of Berlin shall pay the Township of Voorhees for the provision of Chief Financial Officer services as defined in the Shared Services Agreement, attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Berlin that the shared services by and between the Township of Berlin and the Township of Voorhees is hereby authorized to move forward.

FURTHER, BE IT RESOLVED by the Mayor and Governing Body of the Township of Berlin, County of Camden and State of New Jersey, that the Mayor is hereby authorized to sign the contract for shared services by and between the Township of Berlin and the Township of Voorhees for the services of Chief Financial Officer.


Phyllis Magazzu, Mayor


Catherine Underwood
Township Clerk

It is hereby certified that the foregoing is a true and correct copy of a resolution duly adopted by the Mayor and Council of the Township of Berlin at a meeting held the 3rd of July 2023.


Catherine Underwood
Township Clerk