

**RESOLUTION NO. 24-**

**TOWNSHIP OF MIDDLETOWN  
COUNTY OF MONMOUTH**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT  
WITH THE TOWNSHIP OF HOWELL FOR QUALIFIED PURCHASING  
AGENT SERVICES**

**WHEREAS**, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 through 40A:65-35 (the “**Act**”) authorizes local units of this State to enter contracts 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; and

**WHEREAS**, the Township of Middletown (“**Middletown**”) and the Township of Howell (“**Howell**”) wish to enter into a Shared Services Agreement for the provision of Qualified Purchasing Agent (“**QPA**”) services for an estimated period of five non-consecutive months, throughout 2024; and

**WHEREAS**, pursuant to the Shared Services Agreement to be entered, Howell shall pay Middletown \$6,500 per month when such services are required.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Middletown in the County of Monmouth, State of New Jersey that it hereby authorizes and directs the Mayor to enter into a new Shared Services Agreement with the Township of Howell for QPA pursuant to the terms set forth above.

**BE IT FURTHER RESOLVED** that the Municipal Clerk shall transmit a copy of this Resolution and the executed Shared Services Agreement to the Division of Local Government Services at the New Jersey Department of Community Affairs for informational purposes pursuant to N.J.S.A. 40A:65-4b.

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF  
HOWELL AND THE TOWNSHIP OF MIDDLETOWN FOR THE  
PROVISION OF QUALIFIED PURCHASING AGENT (QPA) SERVICES**

**THIS SHARED SERVICES AGREEMENT** (the “**Agreement**”) is  
made on this \_\_\_\_ day of February 2024

by and between the

**TOWNSHIP OF HOWELL** with principal offices at 4567 Rt 9 North,  
2nd Floor, Howell, NJ 07731 (“**Howell**”)

and the

**TOWNSHIP OF MIDDLETOWN** with principal offices at 1 Kings  
Highway, Middletown, NJ 07748 (“**Middletown**”).

**WHEREAS**, Howell needs a temporary qualified purchasing agent (“**QPA**”) for staffing reasons and is seeking a Shared Services Agreement with Middletown, which will benefit both municipalities; and

**WHEREAS**, Howell and Middletown have considered this issue and agree that it makes financial and geographical sense for the parties hereto to enter into a Shared Service Agreement where Middletown shall provide certain QPA services to Howell, and Howell shall compensate Middletown for the services provided; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits and provides a mechanism for contracting between local units by entry into a Shared Services Agreement; and

**WHEREAS**, Middletown agrees to provide Howell Township with qualified purchasing agent services under a Shared Service Agreement at a rate of six thousand five hundred dollars (\$6,500) per month, for an estimated period of five non-consecutive months, throughout the year; and

**WHEREAS**, Howell and Middletown agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each to the other, and for good consideration, as approved by both municipalities’ governing bodies, the parties do hereby agree as follows:

- I. **SCOPE OF SERVICES:** Middletown shall provide QPA services to Howell on an as needed basis. Middletown's QPA shall spend approximately one day per week (6-8 hours) at Howell Township's Municipal building to accomplish tasks, and agrees to work with Howell for time sensitive matters that need to be completed outside of the in-person day. This represents a good faith estimate of time required, but the parties agree that the demands of the position may require the hours to fluctuate. All services shall be performed to the best skill and attention of Middletown's QPA and in accordance with all applicable laws, rules, regulations, and standards.
- II. **CONSIDERATION:** In full consideration of all services to be performed under this Agreement, Middletown shall be compensated by Howell at a rate of six thousand five hundred dollars (\$6,500) per month. Said sums shall be prorated if services are not required/provided for the entire month.
- III. **TERM:** This agreement shall be effective upon the date of execution. The parties shall coordinate specific dates as needed for use of qualified purchasing agent services. The parties estimate services will be first needed for approximately two months, from late February through late April 2024, and then again for three months from early July through the end of September 2024. The parties agree to coordinate specific dates as needed.
- IV. **EXTENSION:** This Agreement may be extended through mutual consent of the parties in writing, throughout the year 2024. Consideration for an extension shall be the same weekly rate as detailed in Section II above.
- V. **SUPERVISION:** The QPA shall be subject to supervision of Howell while performing duties for Howell, and by Middletown when performing duties for Middletown. Any and all personnel or employment issues shall be handled by Middletown under Middletown's applicable policies.
- VI. **MAINTENANCE OF RECORDS:** All records produced

by the QPA on behalf of Howell Township shall be retained at Howell Township Municipal Building.

- VII. **INSURANCE AND INDEMNIFICATION:** The QPA shall be covered at all times by Middletown's workers' compensation policy whether working in Howell or Middletown, as well as by all other policies of insurance that are maintained by Middletown which are applicable to its QPA. Howell shall indemnify and hold Middletown, its officer, employees, and agents harmless from and against any and all claims of whatever nature arising from the provision of services by Middletown to Howell, 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 Howell and were not beyond the scope of performing official duties, or performed in bad faith, and did not constitute fraud, malice, willful misconduct, an intentional wrong or criminal act.
- VIII. **UNIFORM SHARED SERVICES AND CONSOLIDATION ACT:** The governing bodies of Howell and Middletown are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. in accordance with the terms of that Act.
- IX. **CHOICE OF LAW:** Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws the State of New Jersey.
- X. **TERMINATION:**
- a. This Agreement may be terminated upon thirty days (30) days written notice to the other party.
  - b. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party and after the violating party has had a reasonable opportunity to cure such violation,

with such opportunity to cure not to exceed seven (7) days.

- XI. NOTICE: Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by hand delivery, overnight delivery, or by regular mail, and addressed to the party as set out below or to such other address as the party may specify by notice given in writing to the other party.

**If to Howell**

4567 Rt 9 North, 2nd Floor  
Howell, NJ 07731  
Attn: Township Clerk

**If to Middletown**

1 Kings Highway  
Middletown, NJ 07748  
Attn: Township Clerk

- XII. AMENDMENT: This Agreement may not be amended by mutual agreement of the parties, provided such amendment is in writing with notice to the parties and approve by Resolution of both governing bodies.
- XIII. SEVERABILITY: Should any provision to this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation of validity of any other provision of the Agreement.
- XIV. WAIVER: The failure to enforce any of the terms and conditions of this Agreement by either of the parties hereto shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party hereto. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making the waiver.
- XV. CAPTIONS: The captions herein are for convenience

and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect any of the terms or provisions hereof.

**IN WITNESS WHEREOF**, the parties hereto have duly signed and sealed this contract on the date first written above.

ATTEST

TOWNSHIP OF HOWELL

\_\_\_\_\_

By: Diane Festino, Clerk

By: Mayor, Theresa Berger

DATE:

DATE:

ATTEST

TOWNSHIP OF  
MIDDLETOWN

\_\_\_\_\_

By: Heidi R. Pieluc  
Perry

By: Mayor, Anthony S.

DATE:

DATE