

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: EAST AMWELL TWP COUNTY: HUNTERDON

RECIPIENT: HOLLAND TWP COUNTY: hunterdon

BRIEF DESCRIPTION OF SERVICE:

Shared CFO.

EFFECTIVE DATE: 1-1-18

EXPIRATION DATE: 12-31-19

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**INTERLOCAL SERVICES AGREEMENT
FOR THE SERVICES OF A CHIEF FINANCIAL OFFICER
BETWEEN THE
TOWNSHIP OF EAST AMWELL AND THE TOWNSHIP OF HOLLAND**

THIS AGREEMENT is herewith made during the month of October 2017 by and between the TOWNSHIP OF EAST AMWELL, a municipal corporation of the State of New Jersey, with its municipal office located at 1070 Route 202/31, Ringoes, New Jersey 08551 (hereinafter "EAST AMWELL"), and the TOWNSHIP OF HOLLAND, a municipal corporation of the State of New Jersey, with its municipal office located at 61 Church Road, Milford, New Jersey 08848 (hereinafter "HOLLAND").

WITNESSETH:

WHEREAS, Holland desires to contract with East Amwell for the furnishing of the services of Chief Finance Officer as required by N.J.S.A.40A:9-140.1 et seq. and as hereafter set forth.

WHEREAS, this Agreement is governed by the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1 et seq.

NOW, THEREFORE in consideration of the mutual promises, covenants and representations herein contained, the parties hereto, for themselves, their heirs, successors and assigns, hereby agree as follows:

I. SCOPE OF SERVICES

1. East Amwell shall provide the services of a licensed qualified Chief Financial Officer ("CFO") to Holland under the terms and conditions as hereinafter set forth.
2. Holland will designate the CFO of East Amwell, Margaret Pasqua, as the CFO of Holland. The CFO shall be responsible for the proper financial administration of Holland, shall advise and assist Holland regarding compliance with statutes governing municipal finance and shall perform the duties of a CFO as required by applicable New Jersey laws and the Township of Holland.

3. The CFO of Holland shall remain the sole employee of East Amwell regardless of where her work is performed, and East Amwell shall be responsible for the administration and payment of her salary and benefits, including worker's compensation benefits, and will provide administrative supervision. but shall not be responsible to oversee her statutory CFO duties for Holland. The parties agree that East Amwell will resolve any citizen inquiries or complaints regarding the services provided to East Amwell, and Holland will resolve any citizen inquiries or complaints regarding the services provided to Holland. In the event of vacancy in the position of CFO, East Amwell shall have the exclusive authority and obligation to appoint a replacement CFO pursuant to applicable New Jersey law. However, Holland will have the right to terminate this agreement if it is not satisfied with the replacement CFO selected by East Amwell.
4. The CFO shall provide twelve hours (12 hours), primarily as one full and one half business day, of service to Holland per week and must be present in the Holland Township Municipal Building for those twelve hours of weekly service. During CFO absences due to holidays, vacation time, sick time, and training/continuing education requirements, the parties agree to pro-rate the time-off from the CFO's weekly work schedule. The parties further agree to remain flexible and to consider time-off, payroll cycles, quarterly tax periods, and State reporting deadlines when scheduling her office hours. The parties also agree that access to the CFO, via the telephone or internet, shall not be restricted to the office hours during which the CFO is scheduled to be present at the respective municipalities. The time spent performing services via telephone or internet for one municipality while the CFO is physically present at the other municipality shall not be deducted from the hours of service performed for the respective municipalities, provided that the time spent performing such services via telephone or internet was for any matter requiring immediate attention.
5. Holland will provide sufficient office space, telephone, computer with internet and email access, any special software required of the position of Holland CFO, and office supplies as necessary, for use by the CFO at the Holland Township Municipal Building. All records produced by the CFO regarding the financial administration of Holland shall be retained solely in the Holland Township Municipal Building and will be considered documents owned by and in the custody of Holland. Any OPRA

requests for Holland documents will be the responsibility of Holland.

6. The CFO shall not directly or indirectly discuss or disclose the business records of East Amwell with Holland, its officers, officials, auditor, agents, employees, or any third party nor shall the CFO directly or indirectly discuss or disclose the business records of Holland with East Amwell, its officers, officials, auditor, agents, employees, or any third party unless such disclosure is required by and consistent with the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

II. TERM OF AGREEMENT

1. East Amwell shall provide the services of the CFO to Holland during the term of this Agreement, which shall commence on January 1, 2018 and terminate on December 31, 2019. Either party may terminate this agreement for cause in the event of a material default in the performance of services to be rendered pursuant to this Agreement prior to the expiration of the term upon sixty (60) days' advance written notice to the other party. Advance written notice is not required to terminate the Agreement if the CFO retires, resigns, becomes disabled, or otherwise is rendered incapable of performing the duties required pursuant to this Agreement. It is further understood that if this Agreement is terminated before the conclusion of the term, Holland will continue to pay East Amwell, on a pro-rated basis, up to and including the date of termination.

III. PAYMENT FOR SERVICES

1. For services rendered in accordance with this Agreement, Holland agrees to pay East Amwell the following amounts:
 - A. Thirty Thousand Dollars (\$31,200) per year for calendar years 2018 and 2019. This amount shall be paid to East Amwell in quarterly installments of Seven Thousand Five Hundred Dollars (\$7,800) and represents the cost of the CFO services.
 - B. Six Thousand Dollars (\$6,300) per year for calendar years 2018 and 2019. This amount shall be paid to East Amwell in quarterly installments of One Thousand Five Hundred Dollars (\$1,575)

and represents reimbursement to East Amwell for payroll related costs calculated as \$2,400 for FICA/Medicare, \$3,500 for employer PERS pension, \$300 for State disability, and \$100 for workers compensation insurance.

C. Three Hundred Dollars (\$300) per year for calendar years 2018 and 2019. This amount shall be paid to East Amwell in quarterly installments of Seventy Five Dollars (\$75) and represents reimbursement to East Amwell for the costs of providing the CFO with continuing education units required by N.J.S.A. 40A:9-140.15 for the CFO to maintain her municipal finance officer certificate. Any additional training of the CFO required by either party shall be borne solely by the party requesting the additional training.

D. Seven Thousand Five Hundred Dollars (\$7,500) per year for calendar years 2018 and 2019. This amount shall be paid to East Amwell in quarterly installments of One Thousand Eight Hundred Seventy Five Dollars (\$1,875) and represents reimbursement to East Amwell for the net cost of the CFO's health benefit coverages. This amount is only payable to East Amwell if the CFO enrolls in the East Amwell health insurance plans and the amount payable will be pro-rated based on the actual date of enrollment.

2. East Amwell agrees to submit quarterly invoices to Holland for the amounts outlined in paragraphs A to D above. Payment in full of the quarterly invoice is due thirty (30) days thereafter.

IV. AMENDMENT

1. Any amendments to this Agreement must be in writing, must specify the effective date of the amendment and must be executed by the chief administrative official of both municipalities or his/her designated representative.

V. INDEMNIFICATION AND DEFENSE OF PERSONNEL

1. If the CFO is named as a party in any lawsuit, claim, demand or other proceeding filed as a result of services provided to Holland under this Agreement, Holland will provide the defense for the CFO in the lawsuit, claim, demand or other proceeding. In such case, Holland agrees to indemnify and hold harmless the CFO against and from any and all liability, suits and costs of every name and

VI. MISCELLANEOUS

1. Any questions or disputes regarding proper interpretation of the terms of this Agreement shall first be referred to the Administrator of East Amwell and the Clerk of Holland for resolution. If no resolution is reached, the question or dispute shall be presented to the Mayor of East Amwell and the Mayor of Holland who, in consultation with their respective Township Committee, shall meet to attempt to resolve the dispute. In the event that the Mayors are unable to resolve the dispute, either party may terminate its participation in this Agreement as provided herein or file an action in a court of competent jurisdiction with venue in Hunterdon County. Each party shall bear its own cost of any litigation.
2. This Agreement is governed by the provisions of the Uniform Shared Services and Consolidation Act and applicable New Jersey law. All actions and amendments to this Agreement must be authorized in conformance with the Act and any other applicable New Jersey laws. Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
3. In the event that 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 at the expiration of the 30-day period.
4. Notices under this Agreement shall be given to the parties by regular and certified mail as set forth below:

To Holland:	To East Amwell:
Township Clerk	Township Administrator
61 Church Road	1070 Route 202/31
Milford, NJ 08848	Ringoes, NJ 08551
5. If part of this Agreement shall be held to be unenforceable or invalid the rest of Agreement shall nevertheless remain in full force and effect.

6. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of the 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.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed by their corporate officers and their proper corporate seals to affixed hereto the day and year as indicated in the acknowledgement attached hereto and made a part hereto.

ATTEST:

TOWNSHIP OF EAST AMWELL



Terri Stahl, RMC

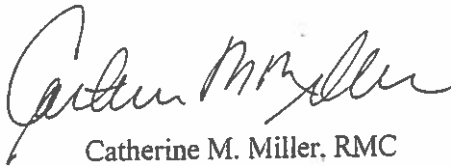
By:



Charles Van Horn, Mayor

ATTEST:

TOWNSHIP OF HOLLAND



Catherine M. Miller, RMC

By:



Dan Bush, Mayor

description from all damages awarded against the CFO unless same liability, loss or damage is caused by or arises out of conduct of the CFO constituting a crime, actual fraud, actual malice or willful misconduct. The provisions of this paragraph shall survive the expiration and/or termination of this Agreement.

2. If East Amwell is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided by the CFO to Holland under this agreement, Holland shall be responsible to pay all attorneys' fees and costs incurred by East Amwell in defending the lawsuit, claim, demand or other proceeding. In such case, Holland agrees to indemnify and hold harmless East Amwell and its officers, officials, agents or employees, against and from any and all liability, suits, and costs of every name and description and from all damages awarded against East Amwell, or its officers, officials, agents or employees, unless same liability, loss of damage is caused by or arises out of the sole negligence or willful misconduct of East Amwell, or its officers, officials, agents or employees. The provisions this paragraph shall survive the expiration and/or termination of this Agreement.
3. If Holland is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided by the CFO to East Amwell, then East Amwell shall be responsible to pay all attorneys' fees and costs incurred by Holland in defending the lawsuit, claim, demand or other proceeding. Additionally, if Holland is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided by the CFO to East Amwell, then East Amwell agrees to indemnify and hold harmless Holland and its officers, officials, agents or employees, against and from any and all liability, suits, and costs of every name and description and from all damages awarded against Holland, or its officers, officials, agents or employees, unless same liability, loss of damage is caused by or arises out of the sole negligence or willful misconduct of Holland, or its officers, officials, agents or employees. The provisions of this paragraph shall survive the expiration and/or termination of this Agreement.
4. In the event that the CFO files any lawsuit, claim, demand or other proceeding stemming from her services provided to East Amwell and Holland, East Amwell shall handle the defense of such action and Holland agrees to pay thirty-three percent (33%) of all costs incurred in defending such lawsuit if the suit involves the CFO's services to Holland.