

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Washington Township COUNTY: Morris

RECIPIENT: Mansfield Township COUNTY: Warren

BRIEF DESCRIPTION OF SERVICE:

Township of Washington, County of Morris and Township of Mansfield, County of Warren desire to enter into a shared service agreement for the services of a Chief Financial Officer to the Township of Mansfield.

EFFECTIVE DATE: October 27, 2014

EXPIRATION DATE: January 15, 2015

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.

RESOLUTION NO. R-152-14

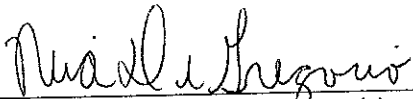
WHEREAS, the Township of Washington, County of Morris and the Township of Mansfield, County of Warren desire to enter into an shared service agreement for the provision by the Township of Chief Financial Officer services to the Township of Mansfield; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 -1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, in the County of Morris and State of New Jersey, as follows:

1. That the Vice Mayor and Township Clerk are hereby authorized to execute the Shared Services Agreement between the Township of Washington, County of Morris, and the Township of Mansfield, County of Warren, for the services of a Chief Financial Officer for a term to commence upon execution of agreement by all parties and to terminate January 15, 2015.
2. A copy of the Agreement is on file in the office of the Township Clerk for inspection by the public.
3. A copy of this Agreement shall be filed, for informational purposes, with the Department of Community Affairs, Division of Local Government Services, pursuant to rules and regulations promulgated by the Division.
4. This resolution shall take effect immediately.

ATTEST:



Nina DiGregorio, Township Clerk

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WASHINGTON



Bill Roehrich, Vice Mayor

I, Nina DiGregorio, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee, held on October 20, 2014.

Nina DiGregorio, Township Clerk

Date

**INTERLOCAL SERVICES AGREEMENT FOR SERVICES OF
A CHIEF FINANCIAL OFFICER
BETWEEN
THE TOWNSHIP OF WASHINGTON, MORRIS COUNTY
AND THE
TOWNSHIP OF MANSFIELD, WARREN COUNTY**

THIS AGREEMENT, made this 13 day of November, 2014 by and
between:

**THE TOWNSHIP OF WASHINGTON, MORRIS
COUNTY**, a municipal corporation of the State of
New Jersey, with offices at the Municipal
Building, 43 Schooley's Mountain Road, Long
Valley, New Jersey 07856

(Hereinafter, "Washington")

and:

**THE TOWNSHIP OF MANSFIELD, WARREN
COUNTY**, a municipal corporation of the State of
New Jersey, with offices at the Municipal
Building, 100 Port Murray Rd., Port Murray, New
Jersey 07853

(Hereinafter, "Mansfield")

WITNESSETH:

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

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. Washington shall provide the services of licensed, qualified Chief Financial Officers ("CFO") to Mansfield, under the terms and conditions as hereinafter set forth.

2. Mansfield will designate the CFO of Washington, Kevin Lifer, as the CFO of Mansfield. The CFO shall be responsible for the proper financial administration of Mansfield, shall advise and assist Mansfield regarding compliance with statutes governing municipal finance and shall perform the duties of a CFO as required by statute and oversee the Mansfield Finance Office staff. Employees provided by Washington shall perform bank reconciliations, payroll analysis, pension reporting, maintain the general ledger, prepare the Annual Debt Statement and oversee payroll preparation. Preparation of the Annual Financial Statement, attendance at budget meetings and/or other meetings of the Mansfield Township Committee shall not be provided under this agreement.

3. The CFO and additional staff provided by Washington shall remain the sole employees of Washington and Washington shall be responsible for the administration and payment of their salary and benefits and for the supervision of the CFO and additional staff. The parties agree that Washington will resolve any citizen inquiries or complaints regarding the services provided to Washington and Mansfield will resolve any citizen inquiries or complaints regarding services provided to Mansfield.

4. The CFO and additional staff provided by Washington shall provide all the hours required to furnish Mansfield with the services necessary to conduct and administer its financial affairs. The time spent performing these services may be via

telephone, internet or physical presence. In no event shall the CFO be required to provide office hours in excess of eight (8) hours per week at Mansfield's municipal offices. The parties agree to remain flexible and to consider religious holidays and quarterly tax periods when scheduling office hours.

6. Mansfield will provide sufficient space, a telephone, a computer with internet and e-mail access and necessary office supplies for use by the CFO and additional staff at the Mansfield Municipal Building. All records produced by the CFO and additional staff regarding the financial administration of Mansfield shall be retained solely in the Mansfield Municipal Building.

II. TERM OF AGREEMENT

7. Washington shall provide the services of the CFO and additional staff to Mansfield during the term of this Agreement which shall commence upon execution of this agreement and terminate on January 15, 2015.

III. PAYMENT FOR SERVICES

8. Mansfield shall pay Washington the sum of \$20,000 (\$10,000 by Dec. 31, 2014 and \$10,000 by Jan. 31, 2015) for the term of the agreement. Said sums shall be paid to Washington upon submission of a voucher from Washington to Mansfield.

IV. AMENDMENT

9. Any amendments to this Agreement must be in writing, must specify the effective date of the amendment and must be executed by the Mayor of each municipality, or his/her designated representative.

V. INDEMNIFICATION AND DEFENSE OF PERSONNEL

10. If the CFO and/or additional staff provided by Washington are named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided to Mansfield under this Agreement, Mansfield will provide a defense for the CFO in the lawsuit, claim, demand or other proceeding. In such case, Mansfield agrees to indemnify and hold harmless the CFO and/or additional staff against and from any and all liability, suits, and costs of every name and description and from all damages awarded against the CFO and/or additional staff unless said liability, loss or damage is caused by or arises out of conduct of the CFO and/or additional staff constituting a crime, actual fraud, actual malice or willful misconduct.

11. If Washington is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided by the CFO and/or additional staff to Mansfield under this Agreement, Mansfield shall be responsible to pay all attorneys fees and costs incurred by Washington in defending the lawsuit, claim, demand or other proceeding. In such case, Mansfield agrees to indemnify and hold harmless Washington and its officers, agents and servants against and from any and all liability, suits, and costs of every name and description and from all damages awarded against Washington, or its officers, agents or employees, unless said liability, loss or damage is caused by or arises out of the sole negligence or willful misconduct of Washington, or its officers, agents or employees.


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

ATTEST:



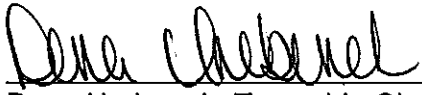
Nina DiGregorio, Township Clerk

TOWNSHIP OF WASHINGTON
COUNTY OF MORRIS



Bill Roehrich, Vice Mayor

ATTEST:



Dena Hrebenak, Township Clerk

TOWNSHIP OF MANSFIELD
COUNTY OF WARREN



Ted Tomaszewski, Mayor