

#### **FOURTH AMENDMENT TO THE SHARED SERVICES AGREEMENT**

THIS AGREEMENT is entered into by and between the TOWNSHIP OF MOUNT LAUREL, a public body corporate and politic, with its principal offices located at 100 Mount Laurel Road, Mount Laurel NJ 08054 (hereinafter "Mt. Laurel"), and the TOWNSHIP OF LUMBERTON, a public body corporate and politic, with its principal offices located at 35 Municipal Drive, Lumberton, New Jersey 08048 (hereinafter "Lumberton"); and

#### **WITNESSETH**

**WHEREAS**, on or about January 1, 2023, Lumberton and Mt. Laurel entered into a Shared Services Agreement for the services of a Chief Financial Officer, Qualified Purchasing Agent, and a Certified Tax Officer (the "Agreement") for Mt. Laurel's respective employees and/or officers to provide the services to Lumberton; and

**WHEREAS**, on or about July 20, 2023, Lumberton and Mt. Laurel executed the First Amendment to the Agreement with Mt. Laurel for the services of Township Administrator to provide services to Lumberton; and

**WHEREAS**, on or about December 21, 2023, Lumberton and Mt. Laurel executed the Second Amendment to the Agreement with Mt. Laurel for the Shared Services Agreement to continue beyond the initial one-year term on a month-to-month basis; and

**WHEREAS**, on or about March 5, 2024, Lumberton and Mt. Laurel executed the Third Amendment to the Agreement with Mt. Laurel for the Shared Services Agreement to include Tax Assessor services; and

**WHEREAS**, Lumberton now desires for the month-to-month agreement to continue until either party chooses to terminate said agreement; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained herein and for other good and valuable consideration received, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

1. Mount Laurel shall provide the services of a certified Chief Financial Officer, Qualified Purchasing Agent, Certified Tax Officer, Township Administrator, and Tax Assessor to Lumberton, under the terms and conditions as hereinafter set forth.

2. Lumberton will designate the Chief Financial Officer, Qualified Purchasing Agent, Certified Tax Officer, Township Administrator, and Tax Assessor of Mt. Laurel to provide such services to Lumberton pursuant to this agreement.

- a. The Chief Financial Officer, Qualified Purchasing Agent, and Certified Tax Officer of Mt. Laurel shall assist Lumberton with the proper administration of Lumberton's Department of Finance, advise and assist Lumberton regarding its municipal budget and compliance with N.J.S.A. 40A:4-1 et seq. and shall perform any other such duties of a Chief Financial Officer, Qualified Purchasing Agent and Certified Tax Collector as required by statute or regulation of the State of New Jersey.
- b. The Township Administrator of Mt. Laurel shall assist Lumberton with the proper administration as required by statute or regulation of the State of New Jersey.
- c. The Tax Assessor shall perform the duties of Tax Assessor for Lumberton in accordance with N.J.S.A. 40A:9-148.1 and shall perform all other duties of a Tax Assessor as required by statute or regulation of the State of New Jersey.

3. The Chief Financial Officer, Qualified Purchasing Agent, Certified Tax Officer, Township Administrator, and Tax Assessor shall remain the sole employee of Mt. Laurel and Mt. Laurel shall be responsible for the administration and payment of the Chief Financial Officer's, Qualified Purchasing Agent's, Certified Tax Officer's, Township Administrator's, and Tax Assessor's salary and benefits.

4. The Chief Financial Officer, Qualified Purchasing Agent, and Certified Tax Officer shall provide approximately ten (10) to fifteen (15) hours of service to Lumberton per week, from 8:00 A.M. until 4:00 P.M. during regular workdays per Township Administrator's discretion. The Chief Financial

Officer, Qualified Purchasing Agent, and Certified Tax Officer will otherwise remain "on-call" to provide the agreed upon services to Lumberton on an as-needed basis.

5. The Tax Assessor shall provide approximately 14 hours of service to Lumberton per week during the workdays of Wednesday and Thursday.

6. The Township Administrator shall devote the time and effort which is necessary to perform the duties and responsibilities of the Township Administrator, as set forth in N.J.S.A. 40A:9-138. The Township Administrator is not required to attend the Township Committee meetings and the Lumberton Deputy Township Administrator shall attend on her behalf.

7. All records produced by the Chief Financial Officer, Qualified Purchasing Agent, Certified Tax Officer, Township Administrator, and Tax Assessor regarding the administration of the Lumberton Department of Finance, Administration, and Property Tax Records shall be retained solely in the Lumberton Municipal Complex.

## **II. TERM OF AGREEMENT**

1. Mt. Laurel shall provide the services of the Chief Financial Officer, Qualified Purchasing Agent, Certified Tax Officer, Township Administrator to Lumberton during the term of this Agreement from January 1, 2023 to December 31, 2023 ("Initial Term"). As of May 1, 2024, the services for Tax Assessor shall be included to be provided by Mt. Laurel.

2. Upon expiration of the Initial Term on January 1, 2024, Mt. Laurel shall continue to provide the services on a month-to-month basis, to continue until the termination by either party. Either party may terminate this Agreement by providing written notice to the other party expressing a desire to discontinue the Shared Services Agreement. Such notice must be provided ninety (90) days in advance of the termination date.

## **III. PAYMENT FOR SERVICES**

1. Lumberton shall pay Mt. Laurel the sum of \$7,500 per month for the services of Chief Financial Officer (including backup payroll), Qualified Purchasing Agent, and Certified Tax Officer during the term of this Agreement.

2. Lumberton shall pay Mt. Laurel the sum of \$2,695.11 per month for the services on Tax Assessor during the term of this Agreement.

3. Lumberton shall pay Mt. Laurel the sum of \$10,000 per month for the services of Township Administrator during the term of this Agreement.

4. At the conclusion of each calendar month, Mt. Laurel shall invoice Lumberton for the provision of such services, which shall be payable by Lumberton within thirty (30) days following presentation of such invoice for payment and supporting documentation to Lumberton's Township Administrator.

#### **IV. MODIFICATIONS**

1. The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

#### **V. INDEMNIFICATION AND DEFENSE OF PERSONNEL**

1. Lumberton shall indemnify, hold harmless and defend Mt. Laurel, its elected officials, employees, officers and agents, from and against all liability, actions, claims, suits, losses, damages, costs, and demands, on account of bodily injury, including death, or for loss or damage to property arising out of or in connection with the performance of the Chief Financial Officer, Qualified Purchasing Agent, and Certified Tax Officer services provided under this Agreement.

#### **VI. NOTICES**

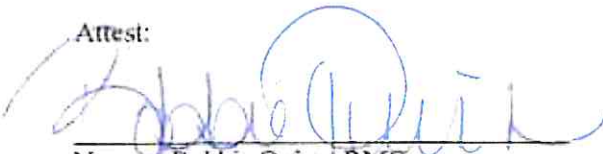
1. All notices given pursuant to the terms of this Agreement shall be sent by certified mail, return receipt requested, and electronic mail to the following addresses:

If to the Township of Mount Laurel:  
Fozia Jonjua  
Mayor  
Township of Mount Laurel  
100 Mount Laurel Rd.  
Mount Laurel, New Jersey 08054

If to the Township of Lumberton:  
Terrance Benson  
Mayor  
35 Municipal Drive  
Lumberton, New Jersey 08048

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written:

Attest:

  
Name: Bobbie Quinn, RMC  
Title: Township Clerk

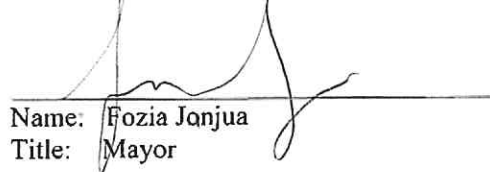
**TOWNSHIP OF LUMBERTON**

  
Name: Terrance Benson  
Title: Mayor

Attest:

  
Name: Meredith Riculfy, RMC  
Title: Township Clerk

**TOWNSHIP OF MOUNT LAUREL**

  
Name: Fozia Janjua  
Title: Mayor