

**SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF ANDOVER AND THE TOWNSHIP
OF LEBANON FOR CERTIFIED MUNICIPAL FINANCE OFFICER (CMFO)**

THIS AGREEMENT is by and between:

THE TOWNSHIP OF ANDOVER, a municipal corporation of the State of New Jersey with its principal office located at 134 Newton-Sparta Road, Newton, NJ 07860 (referred to as "Provider") and,

THE TOWNSHIP OF LEBANON, a municipal corporation of the State of New Jersey with its principal office located at 530 West Hill Road, Glen Gardner, NJ 08826 (referred to as "Recipient").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any shared service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:9-140.1 et seq. establishes that each municipality is required to have a chief financial officer and that it may be fulfilled by the sharing of a chief financial officer of another municipality under a shared services agreement with another municipality pursuant to the Act; and

WHEREAS, Recipient is in need of the services of a chief financial officer to perform duties of same pursuant to N.J.S.A. 40A:9-140.1 et seq.; and

WHEREAS, Provider has agreed to furnish to Recipient the services of its chief financial officer pursuant to N.J.S.A. 40A:65-1, et. seq.; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, Provider and Recipient (collectively "the Parties") have negotiated this Agreement for the provision of the chief financial services for Recipient; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A (Provider) and B (Recipient) respectively.

WITNESSETH that the Provider and the Recipient agree as follows:

ARTICLE 1: SCOPE OF SERVICES

- A. Designation as General Agent. The Provider is designated as the agent of the Recipient to furnish it with municipal finance services and, as agent, has full powers of performance

maintenance of the services contracted for the full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under the Agreement.

- B. Responsibility and Supervision. At all times, the Provider shall maintain responsibility for the control over the Certified Municipal Finance Officer hired to provide the services. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through the Provider. The CMFO shall be subject to the supervision of Recipient while performing duties for Recipient and by Provider while performing services for Provider. However, any and all personnel or employment issues shall be handled by Provider's applicable policies and procedures.
- C. Designation as Certified Municipal Finance Officer. As a condition of this Agreement, Recipient's Governing Body shall name Lorraine England, CMFO, to be the Township of Lebanon's Certified Municipal Finance Officer effective January 7, 2025 at a Public Meeting of said Governing Body.
- D. Services to be Provided. Provider shall provide a Certified Municipal Finance Officer (CMFO) pursuant to N.J.S.A. 40A:9-140.1, et seq. The CMFO shall be responsible to:
 - 1. Prepare any Supplemental Debt Statements
 - 2. Prepare Annual Debt Statement
 - 3. Work with Auditors on preparing Annual Financial Statement
 - 4. Reconcile all bank statements monthly
 - 5. Supervise the posting and maintenance of all books of original entry of all funds
 - 6. Review all expenditures for compliance and budget policies
 - 7. Prepare monthly financial results of operation to the Governing Body
 - 8. Assist the Mayor, Municipal Clerk and members of the Governing Body in the preparation of the Annual Budget
 - 9. Provide payroll and payroll taxes oversight
 - 10. Serve as Chief Municipal Finance Officer for the Recipient and provide such additional services and carry out those responsibilities required by that position and as needed to comply with State laws governing municipal finance.
- E. Employee of Provider. The parties acknowledge that the CMFO will be Lorraine England, CMFO, and that Provider is hereby designated as the sole employer of the CMFO. Provider will be exclusively responsible for payment and provision of any and all of CMFO's salary and employee benefits, including without limitation, workers' compensation insurance. The CMFO shall be subject to and covered under all of the Provider's applicable personnel policies. Nothing in the agreement shall be interpreted as forming an employer-employee relationship between Recipient and Provider's officials and the employee who performs services for Recipient pursuant to this Agreement.

ARTICLE II: TERM OF CONTRACT, TERMINATION, AMENDMENT AND RENEWAL

- A. Duration: This Agreement shall be in effect from January 7, 2025 through December 31, 2027, provided that the Provider and Recipient adopt memorializing Resolutions as required pursuant to the Act incorporating the terms of the Agreement by reference and authorizing its execution by the Mayor and Administrator/Municipal Clerk of the Provider and Recipient.
- B. Termination. This Agreement may be terminated at any time by mutual agreement of the Parties. Alternatively, either party may terminate its participation in said Agreement by providing notice to the other participant with at least 60 days advanced notification. Upon termination or resignation of Lorraine England, CMFO from the position of Certified Municipal Finance Officer for either the Provider or Recipient, either party may then terminate the agreement by providing 30 days' notice or by mutual agreement to terminate sooner. Notwithstanding the foregoing provision, in the event that Lorraine England ceases to be Provider's CMFO during the term of this Agreement, Provider shall immediately notify Recipient of that fact and whereupon, Recipient shall have the option of immediately terminating this Agreement, with payment to be prorated accordingly, or of having its CMFO services performed by Provider's new CMFO in accordance with the terms and conditions of this Agreement. If this Agreement is terminated before conclusion of the contract term, Recipient will continue to pay Provider for the period through and including the date of termination on a prorated basis.
- C. Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that such amendment is reduced to writing, is duly executed by the Chief Administrative Official of each municipality or his/her designated representative, specifying the date the provisions of such amendment shall be effective and is approved by Resolutions of the Governing Bodies of both Parties.
- D. Renewal. The Parties may extend the term of the Agreement on such terms and conditions, including compensation, as they agree and incorporate into a written agreement executed by the Chief Administrative Official of each municipality or his/her designated representative and approved by Resolutions of the Governing Bodies of both parties.

ARTICLE III: REPORTS AND MEETINGS; MAINTENANCE OF RECORDS

- A. Reports. The CMFO shall furnish Recipient with a monthly written report of Recipient's financial activities. The report shall show Recipient's municipal receipts and expenditures on a year-to-year basis, as well as such other information as reasonably requested by the Recipient's Municipal Clerk or Governing Body.
- B. Meetings. The CMFO shall meet, as necessary, with Recipient to discuss any problems, needs, objectives or other matters. The CMFO will attend meetings of the Recipient's Governing Body if requested in advance.

- C. Maintenance of Records. All records produced by the CMFO on behalf of Recipient shall be retained and stored at the Township of Lebanon or other location as Recipient may designate. All records will be maintained as required by State statutes. Records shall be made available to the Recipient's Municipal Clerk and Governing Body as required and shall be delivered to the Recipient upon termination of the Agreement.
- D. Confidentiality. The CMFO will not discuss or disclose the business records of Recipient with Provider, its officers, officials, auditor, agents, employees or any third party; the CMFO shall not discuss or disclose the business records of the Provider with Recipient, its officers, officials, auditor, agents, employees or any third party, until (i) such disclosure is necessary to perform this Agreement, (ii) disclosure is required by and consistent with the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., or (iii) disclosure is consented to in writing signed by the party whose records are concerned.

ARTICLE IV: PAYMENT AND HOURS

- A. Hours to be provided. The CMFO shall be available for consultation during normal business hours at Provider's offices and shall devote such time as necessary to perform the responsibilities required by this Agreement. The CMFO will be present at Recipient's office two full days per week, and attend Annual Budget Workshop Meetings held in March and April on Thursday's at 5:30pm, up to 5 meetings as needed.
- B. Payment: Recipient shall pay Provider the sum of \$60,000.00 annually, beginning January 7, 2025. For subsequent years of this Agreement, there shall be an annual increase to Lebanon Township for said services not to exceed 2% per year. Said sum shall be paid quarterly with due dates as follows: February 1st, May 1st, August 1st and November 1st of each year of the term of the Agreement.

ARTICLE V: HOLD HARMLESS AND INDEMNIFICATION

Recipient shall indemnify and hold Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services by Provider to Recipient, 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 Recipient and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

ARTICLE VI: INTERPRETATION/ARBITRATION

Any questions regarding proper interpretation of the terms of this Agreement shall be submitted by the Administrator/Municipal Clerk to the Governing Body of each party. Each party may seek legal advice at their own expense. In the event there arises any disputes or questions between the parties as to the interpretation of the terms of the Agreement or the satisfactory

performance by any of the parties of the services and other responsibilities contracted for hereunder, the Mayors or their respective designees shall meet to resolve the matter. If the parties cannot then reach an agreement on such disputes or questions, the remedy of any dissatisfied party shall be limited to demanding binding arbitration by a retired New Jersey Superior Court Judge or panel of three, if an agreement cannot be reached. The New Jersey Rules of Evidence shall apply in any arbitration necessitated under this Agreement and the arbitrator shall issue written findings of facts and conclusions of law in connection with any arbitration conducted. The initial cost of arbitration shall be borne equally by the parties with the arbitrator retaining the authority to award counsel fees and costs to the prevailing party in the arbitrator's sound discretion.

ARTICLE VII: INSURANCE

The Provider is responsible for any and all liability insurance (including, but not limited to, general, bodily injury, property and casualty and errors and omissions), worker's compensation insurance, disability insurance and any and all other expenses related to employee compensation or benefits that accompany same and shall be responsible for the work performed by the CMFO, except that Recipient shall be responsible for providing liability insurance (including, but not limited to, general, bodily injury, property and casualty and errors and omissions) to the extent that Provider's services are rendered at Recipient's facility. Final approval of the Agreement by the Provider and Recipient may be subject to each obtaining assurance of coverage by their respective insurance representative and that each will name the other as additional insured on any insurance policies it separately maintains. Each party shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon execution of this Agreement.

ARTICLE IX: DEFAULT

In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within fifteen (15) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that 15-day period.

ARTICLE X: NOTICES

Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, email, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to Township of Lebanon:

Township of Lebanon
530 West Hill Road
Glen Gardner, NJ 08826
Attn: Mayor

With a Required Copy to:

Township Municipal Clerk
530 West Hill Rod
Glen Gardner, NJ 08826

If to Township of Andover:

Township of Andover
134 Newton-Sparta Road
Newton, NJ 07860
Attn: Mayor

With a Required Copy to:

Township Administrator/Municipal Clerk
134 Newton-Sparta Road
Newton, NJ 07860

ARTICLE XII: CHOICE OF LAW

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.

ARTICLE XIII: ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties and may not be changed orally and may only be modified or amended by a written statement signed by both parties.

ARTICLE XIV: SEVERABILITY

If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

ARTICLE XV: WAIVER

Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one 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.

ARTICLE XVI: HEADINGS

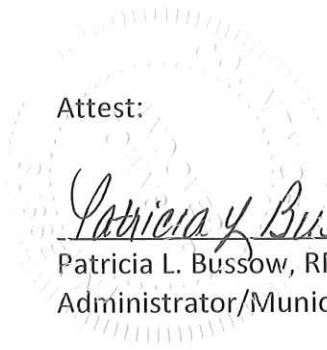
The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this agreement.

ARTICLE XVII: JOINT PREPARATION

This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written.

Attest:


Patricia L. Bussow
Patricia L. Bussow, RMC
Administrator/Municipal Clerk

Dated: 1-6-25

TOWNSHIP OF ANDOVER

Thomas D. Walcott
Mayor

Dated: 1-6-25

Attest:

Carolynn Budd
Carolynn Budd, RMC
Municipal Clerk

Dated: 1/9/25

TOWNSHIP OF LEBANON

Brian Wunder
Mayor

Dated: 1/9/25

**TOWNSHIP OF ANDOVER
COUNTY OF SUSSEX, STATE OF NEW JERSEY**

RESOLUTION #R2025-38

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
ANDOVER, COUNTY OF SUSSEX AND STATE OF NEW JERSEY AUTHORIZING A
SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF ANDOVER AND
THE TOWNSHIP OF LEBANON**

WHEREAS, the Township of Lebanon, with principal offices located at 530 West Hill Road, Glen Gardner, NJ 08826, has a need for a Certified Municipal Finance Officer (CMFO); and

WHEREAS, the Township of Andover's CMFO is available to assist the Township of Lebanon with performance and provisions of the requirements of the Certified Municipal Finance Officer per statutes and guidelines; and

WHEREAS, in enacting the "Uniform Shared Services and Consolidation Act," N.J.S.A. §40A:65-1 *et seq.*, the New Jersey Legislature has permitted municipalities to enter into agreements to provide or receive services to/from one another as a means to reduce municipal expenses; and

WHEREAS, accordingly, the Township of Andover and the Township of Lebanon desire to enter into this Interlocal Shared Services Agreement ("Agreement") through which the Township of Andover's CMFO shall serve as Certified Municipal Finance Officer for the Township of Lebanon.

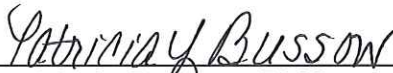
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Andover, in the County of Sussex, and State of New Jersey that the Mayor and Township Administrator/Clerk are hereby authorized to execute an Interlocal Shared Services Agreement with the Township of Lebanon for Certified Municipal Finance Officer services; and

BE IT FURTHER RESOLVED that the Interlocal Shared Services Agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement.

CERTIFICATION

I, Patricia Bussow, Clerk of the Township of Andover, in the County of Sussex in the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Andover Township Committee at its meeting held on January 2, 2025.





Patricia L. Bussow, RMC
Administrator/Municipal Clerk

**TOWNSHIP OF LEBANON
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION NO. 28-2025

**RESOLUTION AUTHORIZING THE TOWNSHIP OF LEBANON TO ENTER INTO A
SHARED SERVICE AGREEMENT FOR THE POSITION OF CHIEF FINANCIAL
OFFICER WITH THE TOWNSHIP OF ANDOVER**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. authorizes local units of The State of New Jersey to enter into agreements with other local units to provide or receive any shared service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Township of Lebanon and the Township of Andover have identified an area where working together, shared services will result in a benefits to the parties; and

WHEREAS, N.J.S.A. 40A:9-140-10 requires each municipality to have a Chief Financial Officer "CFO" but same may be provided by an agreement with another municipality; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principled underlaying the Act, the Township of Lebanon and the Township of Andover have negotiated a new agreement for the provision of the Chief Financial Officer "CFO" services; and

WHEREAS, the Shared Services Agreement shall be for three (3) years and may be terminated by either party by providing written notice of termination at least 30 days; and

WHEREAS, the Township of Lebanon and the Township of Andover wish to enter into a Shared Services Agreement for Chief Financial Officer "CFO" services effective January 7, 2025.

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

1. The Township of Lebanon approves a Shared Service Agreement with the Township of Andover for Chief Financial Officer "CFO" services.
2. The Mayor and Township Clerk are authorized and directed to execute the Shared Service Agreement.
3. A copy of the Shared Service Agreement will be available pursuant to N.J.S.A. 40A:65-5, at the office of the Township Clerk for public inspection.

BE IT FURTHER RESOLVED that a copy of this resolution and agreement shall be filed with the Division of Local Government Services in accordance with N.J.S.A. 40A:65-4 b.

Dated: January 3, 2025

ATTEST



Carolynn Budd, RMC
Township Clerk

CERTIFICATION

I, Carolyn Budd, Township Clerk of the Township of Lebanon, County of Hunterdon, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Lebanon Township Committee at a meeting held January 3, 2025.



Carolynn Budd, RMC
Township Clerk