

RESOLUTION 2024-221

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND APPROVING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN, STATE OF NEW JERSEY FOR CHIEF FINANCIAL OFFICER SERVICES

WHEREAS, the Township Committee of the Township of Barnegat (“Barnegat”) wishes to enter into a Shared Service Agreement with the Township of Plumsted (“Plumsted”) to share services and reduce costs by working together to provide Thomas Lombarski, as Chief Financial Officer services to the Township of Plumsted; and

WHEREAS, by entering into the Shared Service Agreement, Barnegat and Plumsted agree that the shared use of the aforementioned services benefits each public entity equally; and

WHEREAS, Plumsted shall compensate Barnegat for the provision of Chief Financial Officer services as defined in the Shared Services Agreement, a true copy of which is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, all contractual provisions have been negotiated in the aforementioned Shared Services Agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers Plumsted and Barnegat to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, this 7th day of May 2024 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township Committee approved the Shared Services Agreement, a true copy of which is on file at the Township Clerk’s office and can be reviewed by the public during normal business hours.
2. The Township Committee authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of the Resolution.
3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:
 - a. Honorable Joseph Marte, Mayor of Barnegat
 - b. New Jersey Department of Community Affairs
 - c. Honorable Dominick Cuzzo, Mayor of Plumsted Township
 - d. Martin Lisella, Administrator
 - e. Christopher Dasti, Esq.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 7th day of May, 2024.

Donna M. Manno, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF
PLUMSTED AND THE TOWNSHIP OF BARNEGAT**

THIS AGREEMENT made this 7th day of May 2024

BETWEEN: **THE TOWNSHIP OF PLUMSTED**, a Municipal Corporation Politic of the State of New Jersey, having its principal offices located at 121 Evergreen Road, New Egypt, New Jersey, 08533, hereinafter referred to as “**Plumsted Township**”.

AND: **THE TOWNSHIP OF BARNEGAT**, a Municipal Corporation Politic of the State of New Jersey having its principal offices located at 900 West Bay Avenue, Barnegat, New Jersey, 08005, hereinafter referred to as “**Barnegat Township**”; and collectively Barnegat Township and Plumsted Township referred to as “**the parties**”.

THIS AGREEMENT WAS AUTHORIZED BY RESOLUTION OF THE BARNEGAT TOWNSHIP COMMITTEE DATED MAY 7, 2024; AND OF THE TOWNSHIP OF PLUMSTED COMMITTEE DATED _____

WHEREAS, Plumsted Township and Barnegat Township are contiguous municipalities, each serving the residents and taxpayers of their respective townships; and

WHEREAS, Plumsted Township is currently without the services of a Township Chief Financial Officer; and

WHEREAS, Mr. Thomas Lombarski presently serves as Chief Financial Officer of Barnegat Township and each township concurs that Mr. Lombarski possesses specialized skills, knowledge and expertise in the area of Municipal Finance; and

WHEREAS, Plumsted Township and Barnegat Township wishes to enter into an ~~Interlocal~~ Shared Services Agreement between the Township of Plumsted and the Township of Barnegat dated May 7, 2024, in which Thomas Lombarski will serve as Chief Financial Officer of Barnegat Township and Plumsted Township; and

WHEREAS, Plumsted Township and Barnegat Township agree that it will be of mutual benefit to both municipalities to share the Chief Financial Officer services of Mr. Lombarski, for year 2024-2025.

NOW, THEREFORE, the parties hereunder **DO AGREE** as follows:

1. Thomas Lombarski is hereby appointed as Chief Financial Officer for Plumsted Township with the understanding by both parties that the hours needed to fulfill the duties of CFO be approximately between 8-12 hours per week.
2. Thomas Lombarski shall perform the duties of Chief Financial Officer for Plumsted Township consistent with the work responsibilities as described in the Township of Plumsted Administrative Code for the position.
3. Plumsted Township shall issue payment for the services of Thomas Lombarski directly to the Township of Barnegat for CFO services on a monthly basis for which payment shall be made in due course by Plumsted Township at their monthly meeting. The rate of payment shall be \$5,000 per month for services rendered.
4. Plumsted Township shall furnish Mr. Lombarski the office supplies, equipment, IT services, and space necessary to properly perform the duties of Chief Financial Officer for Plumsted Township.
5. In accordance with N.J.S.A. 40A:11-15 this Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided. The Chief Financial Officer of Plumsted Township and Barnegat Township shall certify that sufficient funds are (or will be) available in the current municipal budget for this contract or by budget amendment or emergency as deemed appropriate.
6. The Term of this Agreement shall be for a period of twelve (12) months commencing May 7, 2024 through and including May 6, 2025. It is the intent of the parties to review and evaluate this Interlocal Shared Services Agreement for renewal at the end of the term; however, both parties agree to evaluate the arrangement and needs after 90 days from the date of this agreement. The Agreement may be terminated by either of the parties at the end of the 90 days which shall include a 30 written notice.
7. All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested to the Municipal Clerk of each Township at the address listed in the preamble of this Agreement.
8. This Agreement constitutes the entire Agreement between Plumsted Township and Barnegat Township and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.
9. The parties agree that this Agreement was prepared under the authority of the State of New Jersey and therefore shall be interpreted by the laws of that State.
10. Any dispute arising out of this Agreement shall be submitted for arbitration to the American Arbitration Association to be adjudicated pursuant to the rules and procedure of that organization. All decisions of the Arbitrators shall be binding upon the parties and may be docketed in any Court of competent jurisdiction as provided by Court Rule
11. The rights, duties and obligations of this Agreement may not be assigned without either party's prior written consent.

12. It is agreed that a failure or delay in the enforcement of any of the provision of this Agreement by either party shall not constitute a waiver of those provisions.
13. If any provision or provisions of this Agreement be determined to be invalid or contrary to New Jersey law only these provisions shall be struck and the remaining provisions of this agreement shall survive.
14. The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public entity separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.
15. The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate Resolution of each entity.
16. Good Faith Covenant. The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
17. Notification to Division of Local Government Services. The Township of Barnegat agrees that once the Parties have all executed this Agreement, it shall submit a cover sheet and copy of this Agreement to the Division of Local Government services via electronic mail to EGG@dca.state.nj.us as required by the Division's regulations and respective statutes.
18. Severability. Should any provision of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said legal, unenforceable or invalid part, term, or provision(s) shall be deemed not to be part of this Agreement.
19. Jurisdiction. This Agreement shall be governed by the laws of the State of New Jersey, and the Superior Court of New Jersey, Ocean County Vicinage, shall have jurisdiction over, and be the proper venue for, any disputes arising out of this Agreement.
20. Interpretation and Construction. The Parties agree that any rule of construction relating to ambiguities within the Agreement (e.g. resolving ambiguity against the drafting party) shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
21. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the Parties

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:

TOWNSHIP OF PLUMSTED

**JENNIFER WHITAM, RMC
MUNICIPAL CLERK**

DOMINICK CUOZZO, MAYOR

ATTEST:

TOWNSHIP OF BARNEGAT

**DONNA M. MANNO, RMC
MUNICIPAL CLERK**

JOSEPH MARTE, MAYOR

**MARTIN LISELLA
BARNEGAT TOWNSHIP ADMINISTRATOR**