

RESOLUTION 2025-148

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING THE TITLE OF SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF BARNEGAT AND THE TOWNSHIP OF JACKSON PER RESOLUTION 2025-134 WITH THOMAS LOMBARSKI FROM “CHIEF FINANCIAL OFFICER” TO “CHIEF FINANCIAL CONSULTANT”

WHEREAS, the Township Committee of the Township of Barnegat (“Barnegat”) had entered into a Shared Service Agreement with the Township of Jackson (“Jackson”) per Resolution 2025-134 to provide the services of Thomas Lombarski, as Chief Financial Officer; and

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

WHEREAS, since the approval of the Shared Service Agreement, Jackson has been able to hire a full time Chief Financial Officer for their Township and no longer need Thomas Lombarski as their Chief Financial Officer;

WHEREAS, Jackson Township wishes to keep Thomas Lombarski on as a “Chief Financial Consultant” as Title being the only change to the agreement; and

NOW, THEREFORE, BE IT RESOLVED, this 1st day of April 2025 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township Committee approves the Shared Services Agreement Title change and 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.
 - a. Honorable Alfonso Cirulli, Mayor of Barnegat
 - b. New Jersey Department of Community Affairs
 - c. Honorable Michael Reina, Mayor of Jackson 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 1st day of April, 2025

Donna M. Manno, RMC
Municipal Clerk

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

1. Thomas Lombarski is hereby appointed as Chief Financial Consultant for Jackson Township with the understanding by both parties that the hours needed to fulfill the duties of CFO be approximately between 5-10 hours per week.
2. Thomas Lombarski shall perform the duties of Chief Financial Consultant for Jackson Township consistent with the work responsibilities as described in the Township of Jackson Administrative Code for the position.
3. Jackson Township shall issue payment for the services of Thomas Lombarski directly to the Township of Barnegat for Consultant services on a monthly basis for which payment shall be made in due course by Jackson Township at their monthly meeting. The rate of payment shall be \$9,000 per month for services rendered, 50% to the Township of Barnegat and 50% directly to Thomas Lombarski.
4. Jackson Township shall furnish Mr. Lombarski the office supplies, equipment, IT services, and space necessary to properly perform the duties of Chief Financial Consultant for Jackson 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 Jackson 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 approximately (9) months commencing March 3, 2025 through December 31, 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 Jackson 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