

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND
THE BOROUGH OF MILLTOWN FOR
MUNICIPAL FINANCE SERVICES**

WHEREAS, the Borough of Milltown notified the Township of recent staffing changes within the municipality, including the Finance Department; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4 that outlines agreements for shared services, “any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units including services from *licensed or certified professionals* required by statute to be appointed”; and

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to N.J.S.A. 40A:65-1 et seq. to provide for a Shared Services Agreement; and

WHEREAS, Milltown and North Brunswick are desirous of entering into an Agreement wherein North Brunswick will provide municipal finance consulting services on a short-term basis to assist with the transition period for the newly appointed Chief Financial Officer; and

WHEREAS, Milltown and North Brunswick have negotiated the attached Shared Services Agreement for North Brunswick’s Chief Financial Officer to assist with the annual budget process, general guidance, and year-end reporting; and

NOW, THEREFORE, BE IT RESOLVED, the Township Council of the Township of North Brunswick, County of Middlesex and State of New Jersey, hereby authorizes and approves the Shared Services Agreement between North Brunswick and Milltown for aforesaid services, which includes a monthly fee of \$1,250.00, in addition to an hourly rate of \$75.00 for additional services as requested and agreed to.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute and the Clerk to witness a Shared Services Agreement with the Milltown for the aforesaid services which shall begin April 1, 2024 and terminate on March 31, 2025 and shall include an option for an additional one-year term; and

BE IT FURTHER RESOLVED, that, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq. such Agreement shall be filed with and open to the public for inspection at the offices of the Municipal Clerk, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto; and

BE IT FURTHER RESOLVED, that, pursuant to NJ,S.A. 40A:65-4(b), a copy of the Shared Services Agreement shall be tiled with the Division of Local Government Services in the Department of Community Services for informational purposes.

TITLE

This Resolution shall be known and may be cited as the Resolution Authorizing a Shared Services Agreement between the Township of North Brunswick and the Borough of Milltown for Municipal Finance Services.

 Justine Progebin
 Business Administrator

 Ronald Gordon, Esq.
 Township Attorney
 Approved as to Legal Form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
HUTCHINSON				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on March 18, 2024.

 Lisa Russo
 Township Clerk

SHARED SERVICES AGREEMENT

THIS AGREEMENT between the Township of The Municipality with offices located at 710 Hermann Road, New Jersey 08902 (hereinafter "North Brunswick") and the and the Borough of Milltown, a municipal corporation of the State of New Jersey (hereinafter referred to as "Milltown"), with offices located at 39 Washington Avenue, Milltown, New Jersey 08850 and identified individually and collectively as the "Party" or "Parties";

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Parties are desirous of entering into an Agreement pursuant to N.J.S.A. 40A:65-1 et seq. to provide for a Shared Services Agreement; and

WHEREAS, Milltown and North Brunswick are desirous of entering into this Agreement wherein North Brunswick will provide municipal finance consulting services on a short-term basis to assist with the transition period for the newly appointed Chief Financial Officer. These services include off-site assistance with the annual budget process, general guidance, and year-end reporting. Additional services, such as assistance with reporting, capital planning, trending, resolutions, and ordinances, will be provided on an as-needed basis. Time required for these services will be approved by the Business Administrator and shall be billed hourly.

WHEREAS, under the terms of this agreement, services shall begin April 1, 2024 to March 31, 2025, with an option for 12 additional months with governing body approval; and

NOW THEREFORE, the North Brunswick and the Milltown have each adopted a resolution authorizing the execution of a shared services agreement for Municipal Finance services, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

1. APPOINTMENT OF CERTIFIED CHIEF FINANCIAL OFFICER.

Milltown represents that they will appoint a part-time Certified Chief Financial Officer (CFO), who will be required to maintain any necessary licenses, certifications, and receive regular training. It is understood that the duties of Milltown's CFO shall encompass those enumerated under N.J.A.C. 5:32-2.1 et seq., which governs financial management responsibilities in accordance with New Jersey regulations.

It is understood and agreed Milltown's part time Chief Financial Officer is currently employed in North Brunswick in a fill-time capacity within the North Brunswick Finance Department.

2. PAYMENT FROM NORTH BRUNSWICK TO MILLTOWN.

Services provided by North Brunswick pursuant to this Agreement shall be at a monthly cost to Milltown in the amount of \$1,250.00 through March 31, 2024. This monthly fee shall represent off-site assistance with the annual budget process, general guidance and year-end reporting. Should the parties agree to extend the contract by an additional one-year term, the monthly cost shall be evaluated and agreed to by both parties.

If anticipated to exceed allotted hours, a request shall be presented to both parties for consideration, with the number of hours needed, and reason. If approved by Milltown, this shall be billed separately at an hourly rate of \$75/hour.

3. DURATION OF AGREEMENT.

This Agreement shall be effective April 1, 2024 and continue until March 31, 2024 with an option to review for an additional one-year period.

4. DATES AND HOURS.

North Brunswick shall permit employees covered under this agreement to flex their scheduled hours as-needed, which may include business hours, Monday-Friday. Service level expectations include the following:

Off-site hours 10-12 hours a month (10 months 120 hours)

Months that include year-end and budget assistance shall not exceed 15 hours in given month (2 months 30 hours).

5. INSURANCE.

North Brunswick represents that it shall maintain General Liability; and all other necessary insurances related to the operation of the Finance Department, pursuant to this Agreement. Additionally, Milltown shall ensure their Chief Financial Officer is bonded under the provisions of their Municipal Joint Insurance Fund.

Milltown shall name the North Brunswick as an additional insured on its general liability policy in connection with the provision of financial services provided to Milltown.

Nothing herein shall be construed to create an employer/employee relationship between the North Brunswick Chief Financial Officer and Milltown.

6. SERVICES.

North Brunswick's Chief Financial Officer shall assist Milltown with the annual budget process, general guidance and year-end reporting based on hours outlined (10-15 hours a month).

Preparation of the annual financial statements, financial planning, preparing reports, payroll, posting revenue, drafting resolutions/ordinances, developing levy trend models and analysis, and working with the third-party professionals (auditor) shall not be included in the general hours under this Agreement. If agreed to by both parties, shall be billed separately at an hourly rate of \$75/hour.

Any handling of cash, check and/or credit card payments, and posting receivables is specifically excluded from this agreement.

North Brunswick shall permit use of computers, internet, and workspace for employees to perform work for Milltown. Milltown shall provide an email account for emails sent by our Chief Financial Officer on behalf of Milltown.

7. TERMINATION.

This Agreement may be terminated by either party upon thirty (30) days' advance written Notice.

8. EXCUSED PERFORMANCE.

North Brunswick agrees to use its best efforts to provide services pursuant to the terms of this Agreement. North Brunswick shall not, however, be liable to Milltown for any direct, indirect or consequential damages, or for any costs or fees, including third party professional fees, in the event the North Brunswick Chief Financial Officer is unavailable.

9. INDEMNIFICATION.

North Brunswick shall completely defend, indemnify, protect and hold harmless Milltown from any and demands for costs, expenses, liability, losses, claims, suits and proceedings of any nature whatsoever in connection with this Agreement.

10. NOTICES.

All notices under this Agreement shall be in writing and shall have been properly served only if sent by Certified or Registered Mail.

To Milltown at:
BOROUGH OF MILL TOWN
c/o Borough Administrator
39 Washington Avenue

Milltown, New Jersey 08850
Telephone: (732) 828-2100, ext. 122 Email: fcarr@milltownboro.com

With a copy to:
Peter A. Vignuolo, Esq.
Clarkin & Vignuolo, P. C.
86 Washington Avenue
Milltown, New Jersey 08850 Telephone: (732) 981-0808
Email: pvignuolo@verizon.net

To North Brunswick at:
TOWNSHIP OF NORTH BRUNSWICK c/o Business Administrator
710 Hermann Road
North Brunswick, New Jersey 08902
Telephone: (732) 247-0922, ext. 435 Email: jprogebin@northbrunswicknj.gov

With a copy to:
Ronald H. Gordon, Esq.
Rainone Coughlin Minchella
55 U.S. Route One South
Iselin, New Jersey 08830
Telephone: (732) 709-4182
Email: rgordon@njrcmlaw.com

11. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to the conflicts of laws or choice of law provisions thereof.

12. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties with respect to the matters set forth herein. Each party acknowledges that there are no warranties, representations, promises, covenants or understandings of any kind except those that are expressly set forth in this Agreement. This Agreement may not be amended or modified for any reason without the express prior written consent of both North Brunswick and Milltown.

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

ATTEST:

FRANCIS WOMACK, III, MAYOR

LISA RUSSO, TOWNSHIP CLERK

ATTEST:

GEORGE MURRAY, MAYOR

MIMI M. MARLOR, TOWNSHIP CLERK