

**SHARED SERVICES AGREEMENT
BY AN BETWEEN
THE TOWNSHIP OF SPRINGFIELD
AND THE TOWNSHIP OF BERKELEY HEIGHTS
FOR CHIEF FINANCIAL OFFICER AND
QUALIFIED PURCHASING AGENT SERVICES**

THIS AGREEMENT (“Agreement”) made as of this 1st day of July, 2024 by and between the Township of Springfield, a body politic and corporate of the State of New Jersey, having its principal office at the Union County Administration Building, 100 Mountain Avenue Springfield, New Jersey 07081 and the Township of Berkeley Heights, a body politic and corporate of the State of New Jersey, having its principal offices at the Municipal Building, 29 Park Avenue, Berkeley Heights, New Jersey 07922. Springfield and Berkeley Heights are hereinafter referred to collectively as the Parties (“Parties”).

WITNESSETH:

WHEREAS, following a vacancy created in the position of Chief Financial Officer (“CFO”), the Township of Berkeley Heights (“Berkeley Heights”) seeks to fill the position with an individual holding both a municipal finance officer certificate and qualified purchasing agent certificate; and

WHEREAS, the Township of Springfield (“Springfield”) currently employs a CFO, Diane Sherry, who serves as Springfield’s CFO and purchasing agent, and who holds municipal finance officer and qualified purchasing agent certificates (hereinafter, the “Springfield Employee”); and

WHEREAS, Berkeley Heights and Springfield have agreed to allow the Springfield Employee to assist Berkeley Heights in the continued proper and efficient operation of Berkeley Heights’s Department of Finance on a part-time basis; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permit units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses, including the provision of Chief Financial Officer services pursuant to N.J.S.A. 40A:9-140.10; and

WHEREAS, each of the above Parties has adopted a resolution authorizing the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

I. SCOPE OF SERVICES

- A. Springfield agrees that the Springfield Employee will provide the services of a municipal finance officer (“CFO”) and qualified purchasing agent (“QPA”) on an as needed and part-time basis for an average of fifteen (15) hours per week, which shall include no more than four (4) hours during Springfield’s regular office hours in any given week. The Parties understand that the Springfield Employee shall prioritize Springfield work over Berkeley Heights work, i.
- B. The Parties understand the Springfield Employee is a full time employee of Springfield and may be called upon by Springfield as needed 24 hours a day, 7 days a week at Springfield’s discretion.
- C. The Springfield Employee will have the discretionary authority to determine and provide the necessary part time services under this Agreement in accordance with the needs of Springfield. The Parties understand and agree that the Springfield Employee is obligated to ensure that Springfield’s needs are at all times fully met when exercising her discretion to provide services to Berkeley Heights under this Agreement, including, but not limited to the attendance of Springfield meetings after regular business hours.
- D. The Parties further understand that during the term of this Agreement the Springfield Employee, unless another CFO and/or QPA is appointed by Berkeley Heights, will serve as Berkeley Heights’s CFO and/or QPA, and shall have the authority and responsibilities established for each respective office as set forth in the Code of the Township of Berkeley Heights.

II. TERM

This Agreement shall commence on July 1, 2024 and terminate on December 31, 2026, unless terminated or extended by mutual consent of the Parties hereto. The Parties may mutually agree to an extension of this Agreement as necessary for an additional two (2) single year extensions.

III. COMPENSATION

- A. In consideration for the services to be provided by the Springfield Employee Berkeley Heights agrees to pay a flat fee amount as set forth below, which include an administrative fee component of \$2,500 per annum (pro-rated for the partial 2024 calendar year).
 - 1. \$40,375.82 for the period of July 1, 2024 through December 31, 2024.
(\$20,187.91 payments due on July 15, 2024 and October 15, 2024)
 - 2. \$82,451.38 for the period of January 1, 2025 through December 31, 2025.
(Payments of \$20,612.85 each are due on January 15, 2025, April 15, 2025, July 15, 2025 and October 15, 2025)
 - 3. \$84,192.15 for the period of January 1, 2026 through December 31, 2026.
(Payments of \$21,048.04 each are due on January 15, 2026, April 15, 2026, July 15, 2026 and October 15, 2026)

4. Payments for the potential additional 1 year extensions shall be determined at the time the Parties agree to any such extension.
- B. The Parties understand that, with the exception of the administrative fee component, the flat fee is intended to cover Springfield's out-of-pocket costs to provide the services which are the subject of the Agreement. The Parties further understand that for that portion of the Term of the agreement falling outside the year 2024, such flat fee includes a reasonable estimate of certain insurance benefits costs, as the actual costs for such benefits are currently unknown. Therefore, if there is a change in such benefits costs, then the Parties will revisit the flat fee on or before January 15th of each year this Agreement is in place, and make appropriate adjustments as agreed-to in writing at that time by the Parties.
- C. Payment shall be issued by Berkeley Heights to Springfield on a quarterly basis in on the fifteenth (15th) day of the first month of each quarter for the duration of this Agreement.
- D. In the event that the Agreement is terminated by either party prior to the termination date the Parties agree that the Compensation shall be prorated and any overpayment returned to Berkeley Heights.

IV. EQUIPMENT

Berkeley Heights shall provide Springfield's Employee with a Berkeley Heights issued mobile telephone and a Berkeley Heights email address and any and all expenses associated with same shall be paid by Berkeley Heights.

V. INDEMNIFICATION

Each party shall indemnify, hold harmless and defend the other, their respective officers, elected officials, employees and agents from and against any and all claims, losses, liability, damage, action or expense, of whatever nature or type, including, without limitation, attorneys fees and costs, arising out of or relating to (A) the provision of the services to Berkeley Heights, (B) any breach or default in the performance of any obligation under this Agreement and/or (C) any negligence, intentional misconduct and/or activity subject to strict liability arising from any act or omission of their respective agents, employees, contractors, invitees, attendees, patrons, or guests arising under this Agreement for which the indemnifying party is found to be solely liable, so long as the actions upon which the demand or claim or assertion of liability, are founded to have been performed in the course of carrying out official duties on behalf of Berkeley Heights 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 a criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

VI. WORKERS COMPENSATION

If the Springfield Employee is injured while performing duties for Berkeley Heights in the course of this assignment, Springfield's workers compensation coverage shall apply.

The flat fee shall cover such expenses.

VII. AUTHORIZATION

Each party represents and warrants to the other that all Berkeley Heights and Springfield actions necessary for each party to enter into and perform all of the obligations required by this Agreement have been taken validly and the undersigned are authorized to execute this Agreement. In addition, each party represents that the person executing this Agreement on behalf of the local government entity is authorized to do so by law. A copy of each local government entities' resolution shall be attached hereto.

VIII. EFFECTIVE DATE

This Agreement shall become effective and binding upon the parties upon its execution, by the appropriate officials of Berkeley Heights and Springfield, following the Parties' adoption of the resolutions approving the terms and conditions of this Agreement. The services which are the subject of this agreement shall commence on July 1, 2024.

IX. TERMINATION

Either party may cancel this Agreement upon thirty (30) days' written notice to the other party.

X. OBLIGATION OF THE PARTIES

Each Party agrees to fully fund its obligations, if any, under this Agreement and to make such budget appropriations and adopt such resolutions as are reasonably necessary pursuant to the laws of the State of New Jersey to provide such funds.

XI. DISPUTES

In the event of a dispute concerning compliance with the terms of this Agreement, the Parties agree to engage in reasonable good faith efforts to resolve the issues between them. If such efforts are unsuccessful, then the parties shall, prior to initiating any litigation or arbitration to enforce the terms of this Agreement, agree to and equally share the costs of engaging a mediator certified by the New Jersey Superior Court to assist the Parties in resolving the dispute.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Berkeley Heights and Springfield. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by authorized officers of the parties.

XIII. SEVERABILITY

If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

XIV. NOTICES

All notices or other communications hereunder shall be in writing and shall be

deemed duly given if delivered by email with confirmation of receipt, personally or by certified mail:

TO: Attn: Township Clerk
Township of Springfield
100 Mountain Avenue
Springfield, New Jersey 07081

TO: Attn: Township Clerk
Township of Berkeley Heights
Municipal Building,
29 Park Avenue
Berkeley Heights, New Jersey 07922

XV. TRANSFERABILITY OF INTEREST

Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement without the written consent of the other Party.

XVI. WAIVER

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

XVII. FILING

A copy of this Agreement shall be filed by Springfield with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF SPRINGFIELD

Township Clerk

BY: _____
CHRIS WEBER
Mayor

APPROVED AS TO FORM

Township Attorney

ATTEST:
HEIGHTS

TOWNSHIP OF BERKELEY

Township Clerk

BY: _____
ANGELA DEVANNEY
Mayor

APPROVED AS TO FORM

Township Attorney