

HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

**A RESOLUTION OF THE HARDYSTON TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES
AGREEMENT WITH THE TOWNSHIP OF SPARTA FOR THE SERVICES OF A
CHIEF FINANCIAL OFFICER**

WHEREAS, the Hardyston Township Municipal Utilities Authority (the “Authority”) owns and operates a water supply system and a wastewater conveyance system servicing the residents of Hardyston Township (collectively the “Systems”); and

WHEREAS, the Township of Sparta is a municipal corporation of the State of New Jersey (“Sparta”), and

WHEREAS, Sparta employs a Chief Financial Officer; and

WHEREAS, the Authority requires the services of a chief financial officer on an annual basis; and

WHEREAS, the Authority and Sparta have negotiated an Interlocal Services Agreement pursuant to which Sparta’s Chief Financial Officer will provide chief financial officer services to the Authority for 2017, 2018 and 2019, a copy of which is attached hereto and made a part hereof as **Exhibit A**; and

NOW, THEREFORE, BE IT RESOLVED by the Board of the Hardyston Township Municipal Utilities Authority as follows:

1. That the Chairman of the Hardyston Township Municipal Utilities Authority Board of Commissioners and/or the Executive Director are both hereby authorized and directed to execute the Interlocal Services Agreement in a form substantially similar to the form attached hereto as **Exhibit A** as well as any other ancillary documents necessary to effectuate the intent of this Resolution.
2. This Resolution shall take effect immediately.

	YES	NO	ABSTAIN	ABSENT
Chairman Cicerale	X			
Vice Chairman Kula	X			
Secretary Marples	X			
Roof				X
Kaminski	X			
O'Grady	X			

Certified to be a true copy of the Resolution
adopted by the HTMUA at a meeting held on
January 9, 2017

Gail C. Hensal, Recording Secretary

INTERLOCAL SERVICE AGREEMENT
For The Services Of a
CHIEF FINANCIAL OFFICER

This Agreement, effective the 27th day of December, of the year 2016, is made by and between the Township of Sparta, a municipal corporation of the State of New Jersey ("Township" or "Provide") and the Haryston Township Municipal Utilities Authority, a municipal utilities authority established pursuant to N.J.S.A. 40:14B-1 et seq. ("HTMUA").

The Township and the HTMUA, each in consideration of the agreements on the part of the other set forth below, agree as follows:

1. Description of Services Provided. The Township shall provide HTMUA with services of a qualified Chief Financial Officer to perform the following services, as well as the office space, computer resources and tools necessary to accomplish said services:
 - A. Maintain all accounting functions of the HTMUA;
 - B. Maintain a fixed assets accounting system and depreciation ledger;
 - C. Sign all checks;
 - D. Reconcile monthly bank statements;
 - E. Manage all investments;
 - F. Manage all escrow accounts;
 - G. Post deposits;
 - H. Serve as Purchasing Agent for HTMUA, pursuant to N.J.S 40A:11-9.

Description of Services Excluded. The HTMUA shall be responsible for the following and, therefore, the Township will not be responsible for providing the following services:

- A. Tasks relating to accounts payable functions-including but not limited to maintains of vendors registrations, development and processing of purchase orders, follow-up with vendors, creation of I bill list, issuance of check mailing out of payments and all filing responsibilities relative tot purchase orders.
 - B. All work associated with bank reconciliations
 - C. All work associated with cash receipts and disbursements journaling
2. Computer software. The HTMUA will be responsible for providing computer software necessary to perform the abovementioned services if same is not already utilized by the Township.
 3. Employee of Provider. The parties acknowledge that the Chief Financial officer shall be the employee of the Provider. The provider shall be responsible for salary, benefits, if any and operating cost of its Municipal Finance department.

4. **Cost of Services.** The cost for services under this contract for the period of January 1, 2017 through December 31, 2017 shall be NINE THOUSAND FOUR HUNDRED FOURTY FIVE Dollars (\$9,445.) For the Period of January 1, 2018 through December 31, 2018, the cost for services shall be FIVE THOUSAND SEVEN HUNDRED TWENTY THREE Dollars (\$5,723). For the period of January 1, 2019 through December 31, 2019 the cost for services shall be FOUR THOUSAND Dollars (\$4,000).
5. **Payment for Services.** For the first year of this contract (2017) HTMUA shall pay monthly payments of SEVEN HUNDRED EIGHTY SEVEN AND EIGHT CENTS (\$787.08) to the Township in consideration of performance of the aforementioned services. HTMUA shall make these monthly payments on or before the last day of each month. In the second year of this contract (2018) the monthly payments shall be ONE FOUR HUNDRED SEVENTY SIX DOLLARS AND NINETY TWO CENTS. (\$476.92) In the third year (2019), the monthly payment shall be THREE HUNDRED THIRTY THREE DOLLARS AND THIRTY THREE CENTS, (\$333.33).

Late payments. Failure of HTMUA to pay its payments by the tenth day of the month shall result in the imposition of a 5% late penalty for that payment, as well as interest on the payment to accrue at the rate of 5% per annum.

6. Assurance of Qualified Services. The Township shall take all necessary and available measures to ensure that services to the HTMUA hereunder are in compliance with all applicable rule and regulations promulgated by the HTMUA and all applicable ordinances regulations, statutes and professional standards of all entities properly vested with jurisdiction regarding the services that are the subject of this Agreement. The Township shall ensure that the Chief Financial Officer is properly certified pursuant to N.J.S. 40A:9-140.1 et seq. The Township shall ensure that the Chief Financial Officer is properly and reasonably bonded to fulfill its duties hereunder.
7. Term of Agreement . This Agreement shall be for a term commencing on January, 1, 2017 and concluding on December 31, 2019.
8. Review of Agreement. In September of each year that this Agreement is in effect, the parties shall review and evaluate the nature and sufficiency of the services rendered hereunder and the consideration paid for said services.
9. Termination. Either party may terminate this Agreement at any time by providing written notice to the other party by confirmed mail delivery to the other party at each party's respective municipal building no less than three (3) months prior to the date of termination, the notice itself shall specify the date that termination becomes effective ("termination date"). The HTMUA shall be responsible for paying all sums owed to the Township for services provided through the termination date. Upon termination of this Agreement, the Township will return all files and records of the HTMUA, in whatever form, to the HTMUA.

10. Confidentiality of HTMUA Records. The Township will maintain HTMUA's records at the Hardyston Township Municipal Building. The Township shall keep all information coming to it concerning the records of the HTMUA and its customers, officers, agents, servants or employees strictly confidential, except as expressly directed by statute.

11. Indemnification & Defense of Municipal Finance Department Personnel. In the event the Chief Financial Officer or any of the municipal finance department personnel of the Township are named as parties in any claim, proceeding, litigation, lawsuit or similar matter involving a matter concerning services rendered to the HTMUA, HTMUA shall provide the defense for the Township's employee and shall also be responsible for indemnifying the employee(s) and /or Township for any damages awarded against the employee(s) and/ or Township to the extent that the proceeding , litigation or lawsuit is not the result of any action or inaction directly attributable to the Township but is related directly to services provided to the HTMUA. If the Township and HTMUA are co-defendants, the Township and HTMUA shall each be responsible for its own defense costs and damages. Under no circumstances shall there be any defense or indemnification for willful misconduct, intentional acts and /or commission of a crime.

In the event the HTMUA or any of the HTMUA personnel, professionals and / or commissioners (hereinafter collectively referred to as " HTMUA Agents") are named as parties in any claim, proceeding, litigation, lawsuits or similar matter involving a matter concerning the Township or the Township's employee(s) whose services are provided under this Agreement, the HTMUA shall provide the defense for the HTMUA Agents and / or HTMUA and shall also be responsible for indemnifying the HTMUA Agents and/or HTMUA for any damages awarded against the HTMUA Agents and/or HTMUA. If Township and HTMUA Agents and/or HTMUA are co-defendants, the Township and HTMUA shall each be responsible for its own defense costs and damages. Under no circumstances shall there be any defense or indemnification for willful misconduct, intentional acts and/or commission of a crime.

12. Amendment. The Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the chief administrative official of each municipality, or his/her designed representative, and specifies the date the provisions of such amendment shall be effective.

In witness whereof, the parties execute this Agreement on the dates below:

Township of Sparta
By: [Signature]

COUNTY OF SUSSEX :

: SS

STATE OF NEW JERSEY:

I, Mary Coe, Municipal Clerk of the Township of Sparta, hereby certify that Christine Quinn signed this agreement before me on the 27th day of Dec. 2016 and did so in the capacity of ~~deputy~~ Mayor of the township of Sparta and was authorized to sign by resolution of the Township of Sparta.

[Signature]
Mary Coe, Municipal Clerk

HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

BY: [Signature]

I, GAIL Hensal ^{Recording Secretary} hereby certify that Frank Cicerale signed this agreement before me on the 9th day of January, 2017 and did so in capacity of Chairman of the Hardyston township Municipal Utilities Authority and was authorized to sign by resolution of the HTMUA.

[Signature]

GAIL C HENSAL
ID # 2425463
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Sept. 25, 2017