

**Chief Finance Officer  
INTERLOCAL SERVICE AGREEMENT BETWEEN  
THE TOWNSHIP OF WANTAGE AND  
THE BOROUGH OF OGDENSBURG**

**THIS AGREEMENT** is entered the latter of the two dates on the signature page by and between

**THE TOWNSHIP OF WANTAGE**, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

**THE BOROUGH OF OGDENSBURG**, a municipal corporation of the State of New Jersey;

Ogdensburg shall be referred to as "Recipient".

**WITNESSETH**, that the Provider and the Recipient agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

**A. Designation as General Agent**

The parties acknowledge that the Chief Finance Officer shall be an employee of the Provider who shall be responsible for his/her salary and benefits.

**B. Responsibility.**

At all times, the Provider shall maintain responsibility for and control over the Chief Finance Officer hired to provide the service. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through the Provider.

**C. Supervision**

The Chief Finance Officer furnished by the Provider shall be responsible for compliance with all state statutes governing municipal finance.

**D. Designation as Chief Finance Officer**

As a condition of this interlocal services agreement, the Ogdensburg Borough Governing Body shall name Michelle La Starza to be the Ogdensburg Borough Chief Finance Officer, effective July 1, 2006 at a Public Meeting of the said governing body.

## **ARTICLE II: ACTIVITIES**

### **A. Services to be Performed**

The Provider will provide to the Recipient a Chief Finance Officer, to fulfill all statutory duties required of a municipal Chief Finance Officer.

### **B. Hours of Service**

The Chief Finance Officer shall be present in Ogdensburg Borough Hall every Monday morning during the hours 9:00 a.m. – 12:00 Noon, during which time the Chief Finance Officer will fulfill the duties identified in this agreement on behalf of the Recipient. It is in the best interests of both communities to maintain flexible scheduling with regard to these office hours. Therefore, from time to time, by written agreement between the Mayor of Ogdensburg and Administrator of Wantage, these hours may be adjusted from morning to afternoon, or from Monday to another day of the week, if such change is mutually acceptable to both parties.

Additionally, the Chief Finance Officer shall be present in Ogdensburg Borough Hall on the Second Monday of each month starting at 5:00 p.m. and continuing until the end of that evening's meeting of the Ogdensburg Borough Council, or prior to the end of the meeting if notified by the Mayor of Ogdensburg (or the Mayor's duly authorized representative) that the Chief Finance Officer's presence is no longer required for the remainder of the evening. It is possible that Ogdensburg Borough may, at some time in the future, change its meeting night from Monday to a different day of the week. Therefore, these hours may be adjusted from Monday to another day of the week, if such change to the official meeting dates of the Ogdensburg Mayor and Council does take place.

Additionally, the Recipient shall identify three (3) employees or officials of Ogdensburg Borough, who shall be entitled to communicate with Michelle La Starza during her regular workweek in Wantage Township via telephone, fax or e-mail, to address emergent needs of the Borough's finance office which otherwise could not wait until the next available Monday afternoon.

### **C. Place of Operation**

The Chief Finance Officer shall work in the Ogdensburg Borough Hall. The Recipient agrees to provide the Chief Finance Officer with a workstation complete with a telephone, computer with Internet and e-mail access, and office supplies as necessary, within the budget provided by the Ogdensburg Borough Municipal Budget Line Item for Operating Expenses of the Ogdensburg Borough Finance Office.

**D. Maintenance of Records**

All records produced by the Chief Finance Officer on behalf of Ogdensburg Borough shall be retained in the Ogdensburg Borough Hall.

**ARTICLE III: EMPLOYEES**

**A. Personnel**

The Provider shall provide, and the Recipient shall utilize, Michelle La Starza to perform the duties of Chief Finance Officer for Ogdensburg.

The Recipient agrees to provide one part time employee, at the expense of the Recipient, who will serve as an Assistant to the Chief Finance Officer during the regular work week, for not less than 15 hours per week, in order to meet the work load of the Ogdensburg Finance Office. The actual title and salary of this employee is left to the discretion of the Recipient.

**B. Staffing Pattern**

One part-time employee, as described above

**ARTICLE IV: FUNDING**

**A.** Recipient shall pay the Provider the sum of \$16,750 for calendar year 2006, pro-rated for calendar year 2006 at \$8,375 for the time period July 1 – December 31, 2006.

Recipient shall pay the Provider the sum of \$17,400 for calendar year 2007.

Recipient shall pay the Provider the sum of \$18,000 for calendar year 2008.

Recipient shall pay the Provider the sum of \$18,700 for calendar year 2010.

Recipient shall pay the Provider the sum of \$19,500 for calendar year 2011, pro-rated for calendar year 2011 at \$8,375 for the time period January 1 – June 30, 2011.

**B. Payment by Recipients to Provider**

The Recipient shall provide sufficient funds in their budget to cover contract costs. The Recipient shall provide payment for the service charges, based on the figures shown under Article IV, Section A. Payment may be made in one lump sum upon execution of the contract, or in monthly installments, at the discretion of the Recipient.

## **ARTICLE V: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION**

### **A. Duration**

Duration of the agreement shall be for a period beginning on July 1, 2006, and terminating on June 30, 2011.

### **B. Termination**

Either party may terminate its participation in the interlocal service agreement by providing written notice to the other participant, with at least ninety days advance notification.

### **C. 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 designated representative and specifies the date the provisions of such amendment shall be effective.

### **D. Interpretation**

Any questions regarding proper interpretation of the terms of the agreement shall be submitted by the Municipal Clerk of the Provider, to the municipal attorney of the Provider as well as to the municipal attorney of the Recipient, for interpretation. Absent a unanimous opinion, the requesting party may terminate their participation in the agreement as provided for in Article V, Section B, or file an action in a court of competent jurisdiction with venue in Sussex County. Each party shall bear its own cost of any litigation. In the event of a dispute between the Recipient and any other party in which the Provider is named as a party due to its provision of services under this Agreement, the Recipient shall be responsible for any of Provider's attorneys' fees and costs in such action.

## **ARTICLE VI: INDEMNIFICATION & DEFENSE OF PERSONNEL**

In the event the Chief Financial Officer or any of the municipal finance department personnel are named as parties in any claim, proceeding, litigation, lawsuit or similar matter involving a matter concerning Recipient, Recipient shall provide the defense for the Provider's employee and shall also be responsible for indemnifying the employee(s) and/or Provider for any damages awarded against the employee(s) and/or Provider to the extent that the, proceeding, litigation or lawsuit is not the result of any action or inaction directly attributable to the Provider. If Provider and Recipient are co-defendants, the defense costs and damages, if any are awarded, shall be borne based on the percentage liability attributable to each party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date written below.

**TOWNSHIP OF WANTAGE**

Attest:

\_\_\_\_\_  
James R. Doherty, Administrator Clerk

\_\_\_\_\_  
By: Jeffrey Parrott, Mayor

Dated: \_\_\_\_\_

**BOROUGH OF OGDENSBURG**

Attest:

\_\_\_\_\_  
Phyllis Drouin, Borough Clerk

\_\_\_\_\_  
By: Jacqueline Pietrodangelo, Mayor

Dated: \_\_\_\_\_