

INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY
OF ESSEX, NEW JERSEY AND
THE TOWN OF DOVER, IN THE
COUNTY OF MORRIS, NEW JERSEY
PROVIDING FOR FINANCIAL SERVICES

Dated as of January 1, 2021

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT (this "Agreement") between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township"), and the Town of Dover in the County of Morris, New Jersey, a municipal corporation of the State of New Jersey ("Dover") with offices located at 37 North Sussex St., Dover, New Jersey, effective January 1, 2021.

WITNESSETH:

WHEREAS, the Township and Dover have determined that it is in the best interests of the Township, Dover and the residents thereof for the Township and Dover to jointly provide for certain Financial Services (the "Work"); and

WHEREAS, the cost of the work to Dover has been agreed upon to be \$65,000.00 annually; and

WHEREAS, the Township and Dover desire to set forth certain terms and conditions relating to the Work, the time frame, and the terms of payment by Dover for its cost of the Work; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1, *et seq.* authorizes and encourages municipalities to enter into contracts for the joint provision within their jurisdiction of any service that either party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, municipalities are expressly authorized to work together for the provision of municipal services; and

WHEREAS, it is in the best interests of the citizens of the Township and Dover work together through this Interlocal Services Agreement to implement the Work for the benefit of each respective community; and

WHEREAS, the Township has approved the execution of this Agreement by resolution adopted on January __, 2021, and Dover has approved the execution of this Agreement by resolution adopted on January __, 2021;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and Dover will act together in accordance with this Agreement to implement the Work for a total cost of \$65,000.00 to Dover for the first year and to be escalated by two percent (2%) annual per year that this agreement remains in effect. These payments from Dover will be due to the Township in four (4) equal payments one January 15th, April 15th, July 15th and October 15th of each year this agreement remains in force to finance the cost of the Work. In the event the 15th of the month shall fall on a weekend or Holiday, the payment shall be due on the next business day. Any payments made in accordance with this provision shall be deemed timely for the purposes of this Agreement.

Section 2. The Township will provide its Certified Municipal Finance Official and Chief Financial Officer to Dover for appointment as the Dover Chief Financial Officer/Treasurer to administer the responsibilities for Dover as specified in N.J.S.A. 40A:9-140.10 and Dover Code §2-14 to 15 through remote, virtual, or onsite means.

Section 3. The Work, as specified in Section 4 herein, will be performed by the Dover Finance Office staff as managed by the Chief Financial Officer and other professionals, such as Bond Counsel, Finance Advisors, Auditor, Budget Consultant, Forensic Auditor, and others. The Finance Office staff shall include, at the minimum, one (1) Assistant Finance Officer/Treasurer, one (1) Administrative Payroll Clerk and one (1) Accounts Payable Clerk. In the event an employee who holds any of those titles shall no longer be in the employ of Dover, Dover shall make every effort to fill the position as quickly as possible. While the search is active, Dover shall neither be required to hire an “interim” but may do so at its discretion. Dover shall not be deemed in breach of this provision in the event an employee leaves employment with Dover, provided that Dover is seeking a replacement in good faith.

Section 4. The Work to be performed by the Chief Financial Officer shall include the management of the Finance Department to accomplish the objectives specified in N.J.S.A. 40A:9-140.10 and Dover Code §2-14 to 15. The Chief Financial officer will also provide the necessary data, review for accuracy and execute statutory documents prepared by other professionals such as the Annual Finance Statement, Annual Debt Statement, Annual Municipal Budget Document, Annual Audit and others.

Section 5. Should Dover request work outside the scope of this agreement from the Chief Financial Officer provided by the Township, Dover shall contract directly with Chief Financial Officer for such work.

Section 6. The Township and Dover agree to investigate further areas of cooperation to expand shared services for additional budgetary savings for both the Township and Dover. The parties will give serious consideration to submitting applications to the newly revived Local Efficiency Achievement Program (LEAP) grants due by February 26, 2021. Challenge Grants for investigating sharing other municipal processes (such as the Finance, Purchasing, Health, Tax Collection or other Departments) and Implementation Grants to fund coordination of systems facilitating savings will be considered by the parties.

Section 7. The parties agree this is an exclusive service agreement. The Chief Financial Officer may not provide similar services to municipal entities that are not a part of this Agreement without the express written approval of the parties.

Section 8. This Agreement is intended to incorporate the entire Agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be modified, amended or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

Section 9. The provisions of this Agreement are severable. If any article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of the Agreement.

Section 10. The Township and Dover shall hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses, (including but not limited to, reasonable attorneys' fees) that either may incur or be subject to as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with such performance or nonperformance.

Section 11. The rights and the obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 12. This Agreement shall remain in effect from January 1, 2021 through December 31, 2023.

Section 13. This Agreement shall be governed by the laws of the State of New Jersey. If either party defaults on its obligations herein, the other party may take whatever action is necessary and available under the laws of the State of New Jersey to enforce specific performance.

Section 14. Pursuant to N.J.S.A. 40A:65-7(5)(c), the Township is hereby designated as the General Agent. The Township shall file a fully executed copy of this Agreement with the New Jersey Department of Community Affairs as required pursuant to N.J.S.A. 40A:65-4(b).

Section 15. The parties signing below have been authorized by resolution adopted by the governing bodies of the Township and Dover to enter into this Agreement and sign on behalf of the respective parties.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly Authorized Representative, and Dover has caused this Agreement to be executed in its name by its duly Authorized Representative, not as of the date first above written but, on the date, set forth below.

[SEAL]

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY

ATTEST:

By: _____

Date: _____

[SEAL]

TOWN OF DOVER, IN THE COUNTY
OF MORRIS, NEW JERSEY

ATTEST:

By: _____

Date: _____
