

**Chief Finance Officer**  
**INTERLOCAL SERVICE AGREEMENT BETWEEN**  
**THE TOWNSHIP OF WANTAGE AND**  
**THE BOROUGH OF OGDENSBURG**  
***Amending Prior Interlocal Services Agreement***

**THIS AGREEMENT** is entered effective April 1, 2006 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 Provider is hereby designated as the agent of the Recipient, to furnish a Deputy Treasurer who will fulfill the duties required of the municipal Finance Department during the absence of the current Chief Finance Officer of Ogdensburg.

**B. Responsibility.**

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

**C. Supervision**

The Provider, in conjunction with the Recipient, shall establish office hours for the service to be provided.

**D. Designation as Assistant Treasurer**

As a condition of this interlocal services agreement, the Ogdensburg Borough Governing Body shall name Michelle La Starza to be the Ogdensburg Borough Assistant Treasurer for calendar year 2006, effective January 1, 2006 at a Public Meeting of the said governing body. The governing body of Ogdensburg shall similarly accept the terms of this contract to include Michelle La Starza's resignation from this said position effective July 1, 2006, coinciding with the termination date of this interlocal arrangement.

## **ARTICLE II: ACTIVITIES**

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

The Provider will provide to the Recipient an Assistant Treasurer, to fulfill all statutory duties required of the Ogdensburg Finance Department during the absence of the current Ogdensburg Chief Finance Officer.

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

The Assistant Treasurer shall be present in Ogdensburg Borough Hall every Monday morning from April 1, 2006 through June 30, 2006 during the hours 9:00 a.m. to 12:00 noon, during which time the Assistant Treasurer will fulfill the duties identified in this agreement on behalf of the Recipient. The day of the week to be worked may, on a temporary basis, be adjusted to a day other than Monday, provided that the Ogdensburg Mayor, the Wantage Township Administrator, and the Assistant Treasurer all agree in writing.

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 Ogdensburg workday.

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

The Assistant Treasurer shall work in the Ogdensburg Borough Hall. The Recipient agrees to provide the Assistant Treasurer 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 Assistant Treasurer 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 Assistant Treasurer for Ogdensburg.

### **B. Staffing Pattern**

One part-time employee, as described above

## **ARTICLE IV: FUNDING**

**A.** For the life of this agreement, Recipient shall pay the Provider the sum of \$1,600.

### **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**

The agreement shall continue the previous agreement which began on January 1, 2006, and shall terminate on June 30, 2006.

### **B. Termination**

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

**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: \_\_\_\_\_