

RESOLUTION NO. 2018-93

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE LITTLE EGG HARBOR BOARD OF EDUCATION

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the Township of Little Egg Harbor to enter into a contract for the provision of certain governmental services with the Little Egg Harbor Board of Education (hereinafter "Board of Education"); and

WHEREAS, N.J.S.A. 40A:65-5 requires that such a contract be authorized by resolution; and

WHEREAS, the Board of Education is in need of equipment and materials to brine, salt and plow the paved parking areas of the Board of Education's facilities and sidewalks as well as repair and maintenance services for Board of Education equipment and vehicles; and

WHEREAS, the Department of Public Works of the Township of Little Egg Harbor has the equipment, materials and materials necessary to brine, salt paved areas and sidewalks as well as the capability to repair and maintain equipment and vehicles; and

WHEREAS, the Board of Education will compensate the Township on a per event basis for snow removal services and an hourly basis for equipment and vehicle repair in addition to an administrative fee of \$7,500.00 annually under the Shared Services Agreement; and

WHEREAS, it is the desire of the governing body to authorize the execution of a Shared Services Agreement with the Board of Education for the enumerated services of the Little Egg Harbor Township Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of a Shared Services Agreement with the Board of Education for Department of Public Works services, in accordance with the terms of said agreement attached hereto and made a part hereof as Schedule A. The form of said agreement is subject to the approval of the Township Attorney.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.
3. That the term of the agreement shall be for three years.
4. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.
5. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the Superintendent of the Department of Public Works and Administrator of the Township of Little Egg Harbor and the Board of Education.

Motion to Approve: *Kehm* Second: *Stevens* Roll Call:

Crea	<u><i>yes</i></u>
Gormley	<u><i>absent</i></u>
Kehm	<u><i>yes</i></u>
Schlick	<u><i>yes</i></u>
Stevens	<u><i>yes</i></u>

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **8th** day of **March, 2018**.

Diana K. McCracken, RMC
DIANA K. MCCRACKEN, Township Clerk
 Little Egg Harbor Township

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____ **2018**, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087, hereinafter referred to as "Little Egg Harbor," and the **LITTLE EGG HARBOR BOARD OF EDUCATION**, a school district of the State of New Jersey, having its principal offices located at 307 Frog Pond Road, Little Egg Harbor, New Jersey 08087, hereinafter referred to as the "District,"

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., a municipality may enter into agreements for shared services with another public entity to provide or receive any service that the units participating in the agreement are empowered to provide or receive within their own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, Little Egg Harbor has the equipment and materials needed to brine, salt and plow the paved parking areas of the District buildings and will act as the Lead Agency for this Agreement; and

WHEREAS, the Superintendent of the Department of Public Works of Little Egg Harbor shall be the Chief Administrator of the Agreement; and

WHEREAS, Little Egg Harbor and the District recognize that a sharing of said services will result in a cost savings for the taxpayers of the municipality and the district; and

WHEREAS, Little Egg Harbor and the District therefore desire to formally join together and share the use of the aforementioned labor and materials.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, Little Egg Harbor and the District do hereby agree as follows:

1. Little Egg Harbor, under the direction of the Superintendent of the Department of Public Works of Little Egg Harbor, Brad Griffin, shall be the Lead Agency in a Shared Services Agreement with the District for this Agreement for snow removal services and vehicle maintenance and weather advisories.

2. Services Provided: All in accordance with the attached Schedule A of costs for the 2017-2018 calendar years, the Township shall provide the following services:

A. Brining, salting, and snow plowing of all district parking areas;

B. Brining of all sidewalks adjacent to the parking areas;

C. Providing weather advisories;

D. Purchasing the sidewalk and roadway salt as needed seasonally;

E. Permitting selected District staff and vehicles to use the Township fuel pumps and documenting each use; and

F. Repairing and maintaining the District equipment and vehicles at the Township yard.

3. Consideration: In consideration for the Agreement set forth herein, the District shall pay to Little Egg Harbor such amounts as may be due and payable to Little Egg Harbor according to the Schedule A attached to this Agreement or as may be hereinafter amended. Actual and reasonable increases as to actual cost only for materials will be adjusted in

subsequent years of this agreement. Such payments shall be made within 60 days of the receipt of a statement of the amounts due issued by Little Egg Harbor.

4. The District or its duly authorized agent will be responsible to deliver and pick up all equipment and vehicles to the Little Egg Harbor Route facility at 1363 Route #539.

5. Little Egg Harbor will accept deliveries of roadway salt and store such, at the 1363 Route #539 facility. Little Egg Harbor will accept and deliver, prior to the beginning of the season, all pallets of sidewalk salt ordered on the district's behalf, to be stored at the district facilities and dispensed by district staff.

6. The parties agree that there may be a need for sharing of other additional services. This Agreement may be altered by amendment to add additional services when agreed to mutually by the Business Administrators of Little Egg Harbor and Little Egg Harbor Board of Education.

7. Little Egg Harbor will not accept responsibility of weather advisories, conditions or outcomes and offers the best "educated and responsible" information, at all times, prior and during the storm and cleanup.

8. Pursuant to N.J.S.A. 40A:65-5, the parties shall adopt resolutions authorizing this Agreement which shall be effective upon subsequent execution by the parties.

9. This Agreement shall remain in full force and effect from its effective date for a period of 3 years, but may be terminated by either party, without cause, upon ninety (90) days written notice.

10. The contact persons for any notice required pursuant to this agreement shall be as follows:

As to Little Egg Harbor: Brad Griffin

As to LEH SD: Melissa McCooley

11. It is hereby understood and agreed that Little Egg Harbor and the District shall each be responsible for the negligence of their own employees, agents or servants.

12. Little Egg Harbor and the District hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any employee, officer or official of Little Egg Harbor or the District.

13. Notices given in accordance with the terms of this Agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail, or is delivered personally to either of the parties at the addresses set forth on the first page of this Agreement, or at such other place as the parties may from time-to-time designate in writing. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.

14. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Agreement.

15. The covenants and agreements herein contained shall inure to the benefit of, be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto, respectively.

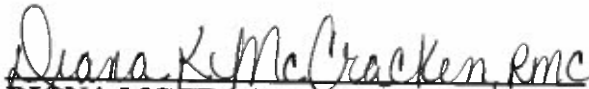
16. The Agreement shall be governed by and construed under the laws of the State of New Jersey.

17. The provisions of the Agreement are severable and it is the intention of the parties hereto that if this Agreement cannot take effect in its entirety because of the final judgment of any Court of competent jurisdiction, holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect as completely as if parts held invalid had not been included therein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR


DIANA MCCRACKEN, RMC
Clerk of the Township of Little Egg Harbor
(Seal)

By 
BARBARA JO CREA, DEPUTY MAYOR

LITTLE EGG HARBOR B.O.E.

By _____
**MELISSA MCCOOLEY, Superintendent
Business Administrator**