

**RESOLUTION 2019 – 219**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT FOR THE EAGLESWOOD TOWNSHIP-LITTLE EGG HARBOR TOWNSHIP-TUCKERTON BOROUGH JOINT MUNICIPAL ALLIANCE PROGRAM**

**WHEREAS**, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., as amended from time to time, provides that local units may agree to provide services jointly; and

**WHEREAS**, the Township of Eagleswood, the Township of Little Egg Harbor and the Borough of Tuckerton have agreed to form a Joint Municipal Alliance Program (“Program”) in order to provide services more efficiently and economically than these local units could otherwise provide as individual municipalities pursuant to N.J.S.A. 26:2BB-9.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Little Egg Harbor, County of Ocean, State of New Jersey hereby recognizes the following:

1. The Township is hereby authorized to enter into the Shared Services Agreement with the Township of Eagleswood and the Borough of Tuckerton, attached hereto as Exhibit “A”.

**CERTIFICATION**

I, Diana K. McCracken, RMC, Municipal Clerk of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, do certify that the foregoing is a resolution duly adopted by the Township Committee of the Township of Little Egg Harbor at a meeting held on the 14<sup>th</sup> day of November, 2019.

  
Diana K. McCracken, RMC  
Township Clerk

**SHARED SERVICES AGREEMENT  
EAGLESWOOD TOWNSHIP-LITTLE EGG HARBOR TOWNSHIP-  
TUCKERTON BOROUGH  
JOINT MUNICIPAL ALLIANCE PROGRAM**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Township of Eagleswood, a municipal corporation of the State of New Jersey with its principal offices located at 146 Division Street, West Creek NJ 08092 and the Township of Little Egg Harbor, a municipal corporation of the State of New Jersey with its principal offices located at 665 Radio Road, Little Egg Harbor, NJ 08087 and the Borough of Tuckerton a municipal corporation of the State of New Jersey with its principal offices located at 420 East Main Street, Tuckerton, NJ 08087.

**WITNESSETH:**

**WHEREAS**, this agreement is made and entered into by the Township of Eagleswood, the Township of Little Egg Harbor and the Borough of Tuckerton; and

**WHEREAS**, the Shared Services Act, N.J.S.A. 40A:11-1 et seq., as amended from time to time, provides that local units may agree to provide services jointly; and

**WHEREAS**, the Township of Eagleswood, the Township of Little Egg Harbor and the Borough of Tuckerton have agreed to form a Joint Municipal Alliance Program ("Program") in order to provide services more efficiently and economically than these local units could otherwise provide as individual municipalities pursuant to N.J.S.A. 26:2BB-9.

**WHEREAS**, the parties therefore agree that:

1. Name: The Program shall be formally known as "Eagleswood-Little Egg Harbor-Tuckerton Joint Municipal Alliance Program".
2. Lead Agency: The Township of Eagleswood shall be the "Lead Agency" and the Township of Little Egg Harbor and the Borough of Tuckerton shall be the "Member Agencies" for the Program. The Lead Agency shall have the authority to act on behalf of the Program for the Member Agencies. The Lead Agency shall accept, receive and disburse funds on behalf of the Program and shall have the full powers of performance and maintenance of the services being provided in accordance with this Agreement. The lead Agency shall also have full power to undertake any ancillary actions reasonably necessary or advantageous to carry out its duties, including all powers of enforcement and administration regulation which are or may be exercised by the party on whose behalf it acts pursuant to this Agreement, except as such powers are limited herein. The Lead Agency shall keep the Member Agencies fully apprised for all actions taken on behalf of the Program.
3. Municipal Alliance Coordinator:
  - a. Lead Agency employee Susan Raylman shall serve as Municipal Alliance Coordinator for the Program during the term of the agreement. The Member Agency shall not exceed \$28,000.00 annually towards the salary of the Coordinator (\$7,582.35 from Little Egg Harbor and \$6,148.15 from Tuckerton from supplemental appropriations and the balance from grant funds). The annual contribution of the Member Agencies shall be payable to the Lead Agency annually during the term of this Agreement on or before July 31<sup>st</sup>.
  - b. It is understood that the parties' obligations are dependent upon the adoption of the parties' respective municipal budgets for each year of the agreement.

- c. If for any reason the position of Municipal Alliance Coordinator shall become vacant during the term of this Agreement, then in such event, the parties shall jointly select a new Municipal Alliance Coordinator to serve the balance of the term of this Agreement.
4. Municipal Alliance Program (General):  
The Lead Agency and the Member Agencies agree to support the services of the Program as follows:
  - a. Municipal Alliance Coordinator  
The employment of the Municipal Alliance Coordinator shall be directly administered by the Lead Agency.
  - b. Grants  
The Lead Agency and the Member Agencies shall be responsible for their "In-Kind" matches and the grant cash matches as set forth in the program materials that have been approved by Ocean County and as approved by the County for each subsequent year of this Agreement.
5. Liaisons:  
The Lead Agency and the Member Agencies shall annually designate a liaison to represent the Agency in any matter pertaining to this agreement and its administration. The Municipal Administrator for each Agency shall designate their respective liaison.
6. Disputes Arising Under This Agreement:  
In the event a dispute arises between the three party local units as to the terms of the agreement or the satisfactory performance by any of the parties of the services or other responsibilities provided for in the agreement, such disputes or questions shall be resolved by binding arbitration or binding fact-finding procedures. The party local units hereunder agree that if such binding arbitration or binding fact-finding procedures are required to settle any questions or disputes, the parties hereunder agree that the Mayor of both the Lead Agency and the Member Agencies shall mutually appoint a single arbitrator consistent with American Arbitration Association rules.
7. Separability:  
If any provision of this Agreement or any application of this Agreement by the Lead Agency or the Member Agencies is held to the contrary to law by a court of competent jurisdiction, then such provisions and applications shall be deemed invalid except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.
8. Completeness of Agreement:  
This Agreement constitutes the entire understanding and agreement among the parties. No oral or other statements, proposals or agreements shall be binding upon the parties. This agreement shall only be amended in writing in accordance with the same procedures adopted by each agency to approve the agreement in the first place.
9. The provisions of N.J.S.A. 40:8A-1 et seq. are hereby incorporated into this Agreement and made a part herein.
10. The term of this agreement shall commence on July 1, 2020 and terminate on June 30, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be approved, signed and executed by their authorized representatives or corporate offices as the case may be.

Witness & Attest:

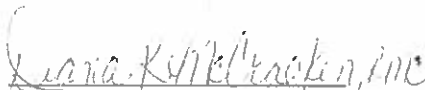
Township of Eagleswood


Kathleen Wells, RMC, CMR

Mayor Michael J. Pasternak

Witness & Attest:

Township of Little Egg Harbor

  
Diana K. McCracken, RMC, CMR

  
Mayor Barbara Jo Crea

Witness & Attest:

Borough of Tuckerton

Jenny Cleghorn, RMC, CMR

Mayor Susan R. Marshall