

RESOLUTION 2025-249

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 BOROUGH OF TUCKERTON FOR SERVICES OF A MECHANIC FOR DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the “Act”), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, LEH is in need of the services of a mechanic to conduct diagnostics and consultations as needed while its Supervising Mechanic is out on leave; and

WHEREAS, Tuckerton has agreed to furnish a mechanic to LEH to conduct diagnostics and have consultations with LEH Public Works Superintendent; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, Tuckerton and LEH (collectively, the “Parties”) have negotiated an Agreement for the provision of services of a mechanic; and

WHEREAS, the terms and conditions of this undertaking are set forth in the attached Shared Services Agreement.

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 Borough of Tuckerton, attached hereto as Schedule A, in a form acceptable to the Little Egg Harbor Township Attorney, for the purpose of setting the terms and conditions.

r|m|sh|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

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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 retroactive to October 6, 2025 and shall terminate on October 6, 2026 or at such time that the LEH Supervising Mechanic returns from leave, whichever is earlier.

4. That the Public Works Superintendent must have prior written authorization to utilize mechanic services of Tuckerton Borough.

4. That the agreement shall become effective upon the passage of Resolutions by both Tuckerton Borough and Little Egg Harbor Township and the full execution by both parties.

5. 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.

6. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to Tuckerton Borough Administrator, Tuckerton Borough Clerk and Little Egg Harbor Township Clerk/Interim Township Administrator.

CERTIFICATION

I, KELLY LETTERA, CMC, 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 **9th** day of **October, 2025**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

r|m|sh|c
Rothstein, Mandell, Strohm,
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ATTORNEYS AT LAW

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SHARED SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2025 by and between:

The Township of LITTLE EGG HARBOR, a municipal corporation located in the County of Ocean, State of New Jersey, with its principal office located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter "Little Egg Harbor" or "LEH"), and

The Borough of TUCKERTON, a municipal corporation located in the County of Ocean, State of New Jersey, with its principal office located at 420 E. Main Street, Tuckerton, New Jersey 08087 (hereinafter "Tuckerton")

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unity or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, LEH is in need of the services of a mechanic to conduct diagnostics and consultations as needed while its Supervising Mechanic is out on leave; and

WHEREAS, Tuckerton has agreed to furnish a mechanic to LEH to conduct diagnostics and have consultations with LEH Public Works Superintendent; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, Tuckerton and LEH (collectively, the "Parties") have negotiated an Agreement for the provision of services of a mechanic; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A & B, respectively.

NOW, THEREFORE, it is understood and agreed as follows:

1. **Controlling Law.** This Agreement is governed by the provisions of N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act.
2. **Term of Agreement.** This Agreement shall continue in full force and effect retroactive to October 6, 2025, and shall terminate on October 6, 2026 or at such time that the LEH Supervising Mechanic returns from leave, whichever is earlier.
3. **Scope of Work.** Tuckerton shall furnish a Mechanic to LEH for diagnostics and consultation with LEH Public Works Superintendent as needed. Said Mechanic shall be qualified to

perform the duties of a Senior Mechanic as provided in LEH's Township Code, Chapter 86, Article LXIII, Senior Mechanic.

3. **Compensation.** LEH shall issue payment for the Mechanic services authorized under this Shared Services Agreement directly to Tuckerton on a monthly basis for which payment shall be made in due course by LEH at their monthly meeting. The rate of payment shall be \$59.00 per hour for services rendered by Mechanic to LEH. LEH Public Works Superintendent must obtain written approval from LEH Administrator or Interim Administrator prior to requesting any Tuckerton mechanic services. Failure of the LEH Public Works Superintendent to obtain the prior approval from LEH Administrator/Interim Administrator to authorize mechanic services may result in denial of payment.
4. **Designation of Primary Employer.** Tuckerton is hereby designated as the primary employer. It is recognized that Mechanic provided for herein occupies a position with Tuckerton and is an employee of Tuckerton. Tuckerton shall be exclusively responsible for the payment of any and all benefits with respect to the employees, including but not limited to taxes, unemployment, disability, pension and healthcare, vacation, sick and personal days etc. Mechanic shall be covered under all applicable personnel policies of Tuckerton and shall retain any and all rights and benefits that may have accrued from that position with Tuckerton. In the event of a vacancy in the position of Mechanic, Tuckerton shall have the exclusive authority and obligation to appoint a Mechanic.
5. **Hours of Service.** Services of the Mechanic shall be provided in accordance with Tuckerton's regular working hours, on an as-needed basis. LEH Public Works Superintendent must obtain prior, written authorization from LEH's Administrator or Interim Administrator before contacting Tuckerton for utilization of Tuckerton's mechanic services.
6. **Insurance.** The Mechanic provided for in this Agreement shall be covered at all times by Tuckerton's Workers Compensation policy whether working in Tuckerton or LEH municipality. Tuckerton shall provide LEH with a Certificate of Insurance naming LEH as additional insured and evidencing liability coverage for the term of this contract. Each Party agrees to provide the other Party with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of any material change to said policies.
7. **Hold Harmless and Indemnification.** LEH shall indemnify and hold Tuckerton, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to LEH, so long as the actions upon which the demand or claim or assertion of liability are found to have been performed in the course of carrying out official duties on behalf of LEH and were not beyond the scope of performing official duties on behalf of LEH and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third party.

8. **Maintenance of Records.** Mechanic shall maintain records of all inspections and activities conducted within LEH as may be required by and in accordance with the Codes and Laws of the State of New Jersey, as well as federal regulations and local LEH ordinances.
9. **External Disputes.** Any complaints related to the services provided to LEH shall be handled by LEH's procedures. However, Tuckerton's Borough Administrator shall be informed of complaints in a timely manner and LEH shall provide written notice to Tuckerton of the complaint and any remedial action taken as a result of the complaint(s) against Tuckerton's Mechanic.
10. **Disputes Concerning Agreement.** Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the Parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

Step A: LEH's Township Clerk/Interim Administrator, LEH Township Administrator, or other representative and Tuckerton's Borough Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter for resolution as provided for in Step B.

Step B: In the event that a dispute cannot be resolved in Step A, then the dispute may be submitted to non-binding arbitration prior to the pursuit of remedies in a court of competent jurisdiction. Costs associated with any arbitration shall be borne equally between the parties. Arbitration shall not be a prerequisite for either party seeking legal remedy in a court of competent jurisdiction.

11. **Termination.** This Agreement may be terminated at any time upon mutual Agreement of the parties; however, unless otherwise agreed by the Parties, such termination shall not become effective for a minimum of ten (10) days following the adoption of Resolutions by both governing bodies authorizing the termination.
12. **Default.** In the event that either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of the 30-day period.
13. **Notices.** Notices hereunder shall be given to the Parties as set forth below:

To LEH:

Municipal Clerk
665 Radio Road
Little Egg Harbor Twp, NJ
08087

To Tuckerton:

Borough Administrator/Clerk
420 East Main Street
Tuckerton, NJ
08087

14. **Choice of Law.** Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
15. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties and may not be changed orally and may only be modified or amended by a written statement signed by both Parties.
16. **Severability.** If part of this Agreement shall be held to be unenforceable or invalid the rest of the Agreement shall nevertheless remain in full force and effect.
17. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of the Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

BOROUGH OF TUCKERTON

Jenny Gleghorn, RMC, CMR
Tuckerton Borough Clerk/Administrator

Susan R. Marshall, Mayor

TOWNSHIP OF LITTLE EGG HARBOR

Kelly Lettera, CMC, RMC
Little Egg Harbor Township Clerk

Dan Maxwell, Mayor