

RESOLUTION 2025-360

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND APPROVING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY FOR CHIEF FINANCIAL OFFICER SERVICES

WHEREAS, the Township Committee of the Township of Barnegat ("Barnegat") wishes to enter into a Shared Service Agreement with the Township of Little Egg Harbor to share services and reduce costs by working together to provide Thomas Lombarski, as Chief Financial Officer services to the Township of Little Egg Harbor, and

WHEREAS, by entering into the Shared Service Agreement, Barnegat and Little Egg agree that the shared use of the aforementioned services benefits each public entity equally; and

WHEREAS, Little Egg Township shall compensate Barnegat for the provision of Chief Financial Officer services as defined in the Shared Services Agreement, a true copy of which is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, all contractual provisions have been negotiated in the aforementioned Shared Services Agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers Jackson and Barnegat to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, this 7th day of October 2025 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township Committee approved the Shared Services Agreement, a true copy of which is on file at the Township Clerk's office and can be reviewed by the public during normal business hours.
2. The Township Committee authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of the Resolution.
3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:
 - a. Honorable Alfonso Cirulli, Mayor of Barnegat
 - b. New Jersey Department of Community Affairs
 - c. Honorable Dan Maxwell, Mayor of Township of Little Egg
 - d. Martin Lisella, Administrator
 - e. Christopher Dasti, Esq.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 7th day of October, 2025.

Donna M. Manno, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LITTLE EGG HARBOR AND THE
TOWNSHIP OF BARNEGAT**

THIS AGREEMENT, made this ____ day of October, 2025;

BETWEEN: **THE TOWNSHIP OF LITTLE EGG HARBOR**, a Municipal Corporation Politic of the State of New Jersey, having its principal offices located at 665 Radio Rd, New Jersey, 08087, hereinafter referred to as

 "Little Egg Harbor Township or LEH".

AND: **THE TOWNSHIP OF BARNEGAT**, a Municipal Corporation Politic of the State of New Jersey having its principal offices located at 900 West Bay Avenue, Barnegat, New Jersey, 08005, hereinafter referred to as **"Barnegat Township"**; and collectively Barnegat Township and Little Egg Harbor Township referred to as the **"Parties"**.

**THIS AGREEMENT WAS AUTHORIZED BY RESOLUTION OF THE BARNEGAT TOWNSHIP
COMMITTEE DATED OCTOBER 7, 2025; AND OF THE TOWNSHIP OF LITTLE EGG HARBOR
COMMITTEE DATED OCTOBER 1, 2025**

WHEREAS, Little Egg Harbor Township and Barnegat Township are contiguous municipalities, each serving the residents and taxpayers of their respective townships; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

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

WHEREAS, Rodney Haines, Chief Financial Officer for the Township of Little Egg Harbor is out on indeterminate leave, and LEH requires additional assistance to perform all necessary functions within its finance department; and

WHEREAS, the Township of Barnegat has offered to provide the assistance of its personnel to LEH, namely Mr. Thomas Lombarski, CPA, RMA, who presently serves as Chief Financial Officer of Barnegat Township and possesses specialized skills, knowledge and expertise in the area of Municipal Finance; and

WHEREAS, the Parties would like to set forth their arrangement in writing for the provision of financial services pursuant to N.J.S.A. 40A:11-9 ; and

WHEREAS, Little Egg Harbor Township and Barnegat Township agree that it will be of mutual benefit to both municipalities to share Chief Financial Officer level services of Mr. Lombarski, for the unforeseeable future, and that a current assessment of the financial condition and records of LEH is needed; and

WHEREAS, after an initial 30-day review of said financial condition, the terms compensating Barnegat Twp and the expected hours/days needed for the position will be reviewed by the respective Townships to determine and adjustments.

NOW, THEREFORE, the parties hereunder **DO AGREE** as follows:

1. Barnegat Township shall provide financial services to Little Egg Harbor Township as needed, effective immediately, on a month-to-month basis. Said services shall be provided by Thomas Lombarski, Certified Municipal Finance Officer for Barnegat Township, or as further agreed to in writing, executed by both parties
2. Thomas Lombarski shall provide financial services to LEH as an assistant/consultant to the Chief Financial Officer for LEH.
3. Mr. Lombarski shall initially provide financial services as needed to supplement the duties of LEH's Chief Financial Officer for approximately 12-14 hours per weeks (up to 56 hours a month). If Mr. Lombarski's financial services are required in addition to the above-delineated 56 hours a month, LEH shall pay Barnegat at a rate of \$150 an hour for these financial services of Mr. Lombarski, upon mutual agreement.
4. If Mr. Lombarski is required by LEH to attend an LEH evening public meeting, said attendance shall be agreed to in writing by both Parties prior to said attendance.
5. Thomas Lombarski shall perform duties as necessary to supplement the required work of LEH's Chief Financial Officer consistent with the work responsibilities as described in the Township of Little Egg Harbor Administrative Code for the position, in the time periods conscribed in Paragraph 3 above.
6. LEH shall issue payment for the financial services authorized under this Shared Services Agreement directly to the Barnegat Township on a monthly basis for which payment shall be made in due course by LEH at their monthly meeting.
 - a. The rate of payment shall be \$8,000 per month for services rendered through October 31, 2025, and may be adjusted based upon the initial 30-day assessment and the hours/days deemed needed by LEH.
 - b. In addition, Mr. Lombarski will be reimbursed directly at the current IRS rate for vehicle mileage traveled from Barnegat Town Hall to the Little Egg Harbor Twp municipal building for each day the trip is made and he works on site in Little Egg Harbor as well as tolls, if any. Mr. Lombarski shall provide proofs as to said reimbursement and tolls to the LEH Interim Administrator prior to any reimbursement.
7. LEH shall furnish Mr. Lombarski the office supplies, equipment, IT services, and space necessary to properly perform financial services to supplement the duties of LEH's Chief Financial Officer..
8. In accordance with N.J.S.A. 40A:11-15 this Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided. The Chief Financial Officer of LEH and Barnegat Township shall certify that sufficient funds are (or will be) available in the current municipal budget for this contract or by budget amendment or emergency as deemed appropriate.
9. The Term of this Agreement shall be month to month. It is the intent of the parties to review and evaluate this Shared Services Agreement after the initial 30 days from the date of the original agreement. This Agreement may be terminated by either of the parties with a 15 day written notice after the initial 30 day assessment period.
10. All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested to the Municipal Clerk of each Township at the address listed in the preamble of this Agreement.

11. This Agreement constitutes the entire Agreement between LEH and Barnegat Township and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.
12. The parties agree that this Agreement was prepared under the authority of the State of New Jersey and therefore shall be interpreted by the laws of that State.
13. The rights, duties and obligations of this Agreement may not be assigned without either party's prior written consent.
14. It is agreed that a failure or delay in the enforcement of any of the provision of this Agreement by either party shall not constitute a waiver of those provisions.
15. If any provision or provisions of this Agreement be determined to be invalid or contrary to New Jersey law only these provisions shall be struck and the remaining provisions of this agreement shall survive.
16. The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public entity separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.
17. The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate Resolution of each entity.
18. **Designation of Primary Employer.** Barnegat Township is hereby designated as the primary employer. It is recognized that the Chief Financial Officer provided for herein occupies the position with Barnegat Township and is an employee of Barnegat Township . Barnegat Township 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. Barnegat Township CFO shall be covered under all applicable personnel policies of Barnegat Township and shall retain any and all rights and benefits that may have accrued from that position with Barnegat Township.
19. **Insurance.** The employee provided for in this Agreement shall be covered at all times by the Barnegat Township 's workers compensation policy whether working in Barnegat Township or LEH's municipality.
20. **Hold Harmless and Indemnification.** The Parties shall indemnify and hold the other Party, 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 the LEH and were not beyond the scope of performing official duties on behalf of the 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.

21. **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 Administrator, Interim Township Administrator or other representative and the Barnegat Township's Township 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.

22. **Good Faith Covenant.** The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
23. **Notification to Division of Local Government Services.** The Barnegat Township agrees that once the Parties have all executed this Agreement, and it is determined that it will extend beyond a 30 day service period, it shall submit a cover sheet and copy of this Agreement to the Division of Local Government services via electronic mail to EKG@dca.state.nj.us as required by the Division's regulations and respective statutes.
24. **Severability.** Should any provision of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said legal, unenforceable or invalid part, term, or provision(s) shall be deemed not to be part of this Agreement.
25. **Jurisdiction.** This Agreement shall be governed by the laws of the State of New Jersey, and the Superior Court of New Jersey, Ocean County Vicinage, shall have jurisdiction over, and be the proper venue for, any disputes arising out of this Agreement.
26. **Interpretation and Construction.** The Parties agree that any rule of construction relating to ambiguities within the Agreement (*e.g.* resolving ambiguity against the drafting party) shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
27. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:

TWP OF LITTLE EGG HARBOR

KELLY LETTERA, CMC, RMC

DAN MAXWELL, MAYOR

LITTLE EGG HARBOR MUNICIPAL CLERK

ATTEST:

TOWNSHIP OF BARNEGAT

DONNA MANNO

ALFONSO CIRULLI, MAYOR

MUNICIPAL CLERK- BARNEGAT