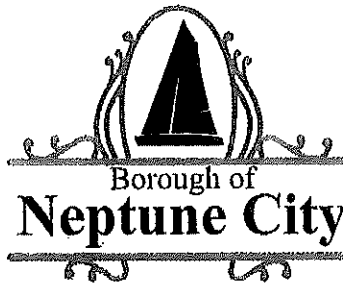


Robert J. Brown
Mayor

Mary E. Sapp, RMC-CTC
Administrator
Municipal Clerk
Tax Collector



Council
Barbara Shafer
Susan Mitchell
Rick Pryor
Larry Cross
Joseph Zajack
John L. More

Resolution 2014-59

Appointment of William Fitzpatrick as Tax Assessor

Whereas, the Borough of Neptune City's Tax Assessor, J. Stephen Walters has announced his retirement on June 30, 2014, and

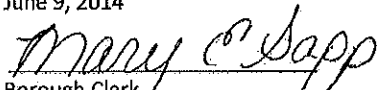
Whereas, the Borough advertised for the position and received fifteen applications, and

Whereas, an ad-hoc committee met and interviewed the final four candidates and made recommendation to the Borough Council, and

Now therefore be it resolved, that William Fitzpatrick be appointed as the Tax Assessor of the Borough of Neptune City for a four year term, effective July 1, 2014 through June 30, 2018.

CERTIFICATION

I hereby certify the above to be a true and exact copy of
a Resolution adopted by the Mayor and Council of the
Borough of Neptune City at a meeting held on
June 9, 2014


Borough Clerk

RESOLUTION 2018-82
APPOINTMENT OF WILLIAM FITZPATRICK AS TAX ASSESSOR

WHEREAS, the Borough of Neptune City's is in need of a Tax Assessor

WHEREAS, the Borough had appointed William Fitzpatrick as the Tax Assessor in on July 1, 2014 for a four year term, and

NOW THEREFORE BE IT RESOLVED, that William Fitzpatrick be reappointed as the Tax Assessor of the Borough of Neptune City for a four year term, effective July 1, 2018 through June 30, 2022.

CERTIFICATION

I hereby certify the above to be a true and exact copy of a Resolution adopted by the Mayor and Council of the Borough of Neptune City at a meeting held on June 11, 2018



Tamara Brown, Municipal Clerk

BOROUGH OF BAY HEAD

RESOLUTION 2015-114

**AUTHORIZING EXECUTION OF SHARED SERVICES
AGREEMENT WITH THE BOROUGH OF NEPTUNE CITY FOR
CHIEF FINANCIAL OFFICER SERVICES**

WHEREAS, pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq., and municipality of the State may enter into a contract with any other municipality for the joint provision of any service that any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the sharing of Chief Financial Officer services can achieve net savings and benefits for both municipalities; and

WHEREAS, the Boroughs agree that it is beneficial to both communities to utilize Bay Head's Chief Financial Officer to accomplish the requirements of N.J.S.A. 40A:9-140, et seq.; and

WHEREAS, the Borough of Bay Head's Chief Financial Officer, William E. Antonides, Jr., has been consulted and is both agreeable and in favor of the proposed Shared Service arrangement; and

WHEREAS, the Borough of Neptune City had drafted and provided a form of Shared Service Agreement, a copy of which is attached hereto and incorporated herein by reference; and

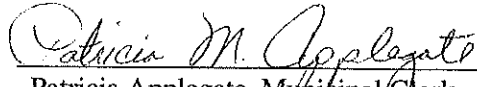
WHEREAS, the Borough of Neptune City desires to enter into a Shared Services Agreement with the Borough of Bay Head in an effort to reduce the costs to both municipalities and provide mutual benefits in performing these functions.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bay Head, Ocean County, New Jersey, that the Mayor and Borough Clerk be and hereby authorized to execute the Shared

Services Agreement with the Borough of Neptune City to perform Chief Financial Officer Services and responsibilities pursuant to N.J.S.A. 40A9-14, et seq., upon approval by the Borough Attorney of the Agreement.

CERTIFICATION

I, Patricia M. Applegate, certify this to be a true copy of a Resolution adopted by the Governing Body of the Borough of Bay Head at a meeting held on September 14, 2015 .


Patricia Applegate, Municipal Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH
OF NEPTUNE CITY AND THE BOROUGH OF BAY HEAD FOR
CHIEF FINANCIAL OFFICER**

THIS AGREEMENT, is made this 14th day of September, 2015 by and between

THE BOROUGH OF BAY HEAD, a municipal corporation of the State of New Jersey located in the County of Ocean with its principal offices located at 81R Bridge Avenue, Bay Head, New Jersey (hereinafter "Provider"); and

THE BOROUGH OF NEPTUNE CITY, a municipal corporation of the State of New Jersey with its principal offices located at 106 West Sylvania Avenue, Neptune City, New Jersey (hereinafter "Recipient").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units in the State of New Jersey to enter into agreements with any other local unit 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, N.J.S.A. 40A:9-140.10 required each municipality to have a Chief Financial Officer but same may be provided by an agreement with another municipality; and

WHEREAS, the Recipient is in need of the service of a certified Chief Financial Officer; and

WHEREAS, the Provider has agreed to furnish to the Recipient the services of its Chief Financial Officer pursuant to N.J.S.A. 40A:9-140 and N.J.S.A. 40A:65-1; and

WHEREAS, in the spirit of inter-municipal cooperation in furtherance of the principles underlying the Act, the Provider and Recipient (collectively the "Parties") have negotiated an Agreement for the use of the Chief Financial Officer services within their respective jurisdictions; and

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

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute the Agreement through the accompanying Resolution attached hereto.

NOW, THEREFORE, be it understood as follows:

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. All actions and amendments of the Agreement must be authorized in conformance with the Act.

TERM OF AGREEMENT

This agreement shall take effect on September 1, 2015 (the "Effective Date"). This agreement shall be continued until terminated by either party as described below.

SCOPE OF SERVICES

The Provider with shall furnish the Recipient the services of a certified Chief Financial Officer, to fulfill all statutory duties of a municipal Chief Financial Officer.

DESIGNATION AS GENERAL AGENT

The Parties acknowledge that the Borough of Bay Head is hereby designated as Primary employer of the Chief Financial Officer. Provider shall be exclusively responsible for payment of any and all benefits with the respect to that employee. The Chief Financial Officer shall be covered under all applicable personal policies of the Provider and shall retain any and all rights and benefits that may have accrued from the position with the Provider.

SUPERVISION

The Chief Financial Officer shall be responsible for compliance with all state statutes governing municipal finance.

DESIGNATION OF CHIEF FINANCIAL OFFICER

Pursuant to the provisions of N.J.S.A. 40A:65-5 the Bay Head Borough Council has adopted a resolution authorizing the Borough to enter into this Shared Services Agreement with the Borough of Neptune City for the shared services of the Bay Head Chief Financial Officer. Pursuant to the provisions of N.J.S.A. 40A:65-5 the Neptune City Council has adopted a resolution authorizing the Borough to enter into this Shared Services Agreement with the Borough of Bay Head for the shared services of the Bay Head Chief Financial Officer.

ACTIVITIES

SERVICES TO BE PERFORMED

The Provider will provide to the Recipient a Chief Financial Officer to fulfill all statutory duties of a municipal Chief Financial Officer.

HOURS OF SERVICE

The Provider and Recipient may each require set office hours for the Chief Financial Officer at their respective offices.

MAINTENANCE OF RECORDS

All records produced by the Chief Financial Officer on behalf of the Recipient shall be retained at the Recipient's offices.

FUNDING

The Recipient shall pay the Provider the sum of \$31,690 (prorated for 2015). This rate will be subject to an annual increase of 2% starting on annual basis commencing in January 2017. Increases above the 2% would have to be requested by the Provider and be approved by the governing body of the Recipient. Payments required hereunder shall be made in equal monthly installments, due by the 20th of each month for the month services are rendered. The Recipient shall provide sufficient funds in their budget to cover contract costs.

CONFIDENTIALITY

Each party recognizes and acknowledges that it may have access to certain confidential information of the other party, employment, operations, and financial records and related data which is not otherwise publicly available (the "Confidential Information"). Each party will treat as confidential all Confidential Information of the other party; will implement reasonable procedures to prohibit disclosure, unauthorized duplication, use, misuse or removal of the other party's Confidential Information; and will not use or disclose such Confidential Information, unless such information becomes generally known through no fault of the disclosing party, or unless such party is required by law to disclose such Confidential Information. Each party agrees that any breach of its obligations under this Section will entitle the other party to equitable relief to protect its interests therein, including injunctive relief and money damages.

HOLD HARMLESS AND INDEMNIFICATION

The Recipient shall indemnify and hold the Provider, 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 the Recipient, so long as the actions upon which demand or claim or assertion of liability, are founded to have been performed in the course of carrying out official duties on behalf of the Recipient. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

TERMINATION

Either Party may terminate the Agreement any time and for any reason upon giving the other party sixty (60) days advanced written notice of its intent to terminate. Upon the resignation or termination of the Chief Financial Officer from either the Borough of Bay Head or the Borough of Neptune City, this agreement shall immediately terminate.

CHOICE OF LAW

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

ENTIRE AGREEMENT

This agreement represents the entire Agreement between the Parties and may not be changed orally, and may only be modified by a written statement signed by both Parties.

SEVERABILITY

If part of this Agreement shall be held to be unenforceable or invalid, the rest of this Agreement shall nevertheless remain in full force and effect.

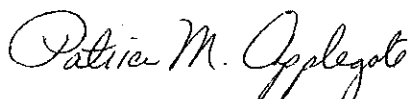
WAIVER

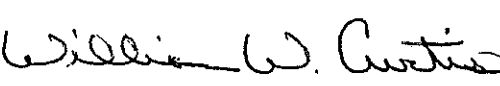
Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such terms, covenants or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same of any other rights or power at any other time.

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

ATTEST:

BOROUGH OF BAY HEAD

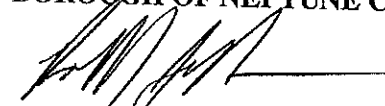

Patricia Applegate, RMC
Municipal Clerk


William Curtis, Mayor

ATTEST:

BOROUGH OF NEPTUNE CITY


Mary Sapp, RMC
Municipal Clerk


Robert Brown, Mayor

I agree to the terms of this Agreement.


William E. Antonides, Jr.
Chief Financial Officer