

RESOLUTION NO. 2021-218

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT MYSTIC ISLAND VOLUNTEER FIRE COMPANY AND LITTLE EGG HARBOR TOWNSHIP FIRE DISTRICT NO. 2 FOR VEHICLE MAINTENANCE SERVICES

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 Mystic Island Volunteer Fire Company and Little Egg Harbor Township Fire District No. 2; and

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

WHEREAS, it is the desire of the Township Committee to authorize the execution of a Shared Services Agreement with Mystic Island Volunteer Fire Company and Little Egg Harbor Township Fire District No. 2 for vehicle maintenance services by the Department of Public Works, said Agreement substantially in the form of the proposed agreement attached hereto and incorporated herein as Schedule "A".

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 Mystic Island Volunteer Fire Company and Little Egg Harbor Township Fire District No. 2, substantially in accordance with the terms of said agreement attached hereto and made a part hereof as Schedule A. The form of said final agreement is subject to the approval of the Township Attorney.

r|m|s|h|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 a Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.

3. That a copy of the agreement referenced herein, once executed, shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.

4. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the Township Administrator and Mystic Island Volunteer Fire Company and Little Egg Harbor Township Fire District No. 2.

CERTIFICATION

I, **KELLY LETTERA, 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 14th day of **October, 2021**.



KELLY LETTERA, Township Clerk
Little Egg Harbor Township

r|m|s|h|c

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AGREEMENT FOR SHARED SERVICES

THIS AGREEMENT made this ____ day of _____, 2021, 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 **LITTLE EGG HARBOR TOWNSHIP FIRE DISTRICT NO. 2**, a fire district created pursuant to N.J.S.A. 40A:14-70, located at 827B Radio Road, Little Egg Harbor, NJ 08087 (hereinafter referred to as “**District No. 2**”), and **MYSTIC ISLAND VOLUNTEER FIRE COMPANY**, a fire company within Fire District No. 2 pursuant to N.J.S.A. 40A:14-70.1, with offices located at 827A Radio Road, Little Egg Harbor, New Jersey, hereinafter referred to as “**Fire Company.**”

W I T N E S S E T H :

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., a municipality may enter into agreements for shared services with another local unit 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, it is the intent and purpose of the Act to encourage economy and regionalization of services as well as Shared Service Agreements to eliminate unnecessary duplication of effort and fees; 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, Fire Company desires to contract with Little Egg Harbor for the provision of vehicle maintenance for vehicles on an “as needed” basis; and

WHEREAS, Little Egg Harbor has agreed to provide vehicle maintenance services for the Fire Company for a fee; and

WHEREAS, Little Egg Harbor desires to enter into a Shared Service Agreement with District No. 2 and Fire Company for Vehicle Maintenance services.

NOW, THEREFORE, in consideration of the mutual covenants and commissions hereinafter set forth pursuant to the authority provided by law, Little Egg Harbor and Fire District No. 2 and Fire Company mutually agree as follows:

1. **Term:** This Shared Service Agreement shall become effective on November 1, 2021 and shall continue in full force and effect for a period of three (3) years, terminating on October 31, 2024.

2. The Little Egg Harbor Department of Public Works shall provide vehicle maintenance services to the Fire Company on an as-needed basis at the following rates:

Labor: \$48.00 per Hour

Overtime: \$72.00 per Hour. Any overtime hours shall be approved by the District No. 2 Administrator prior to the completion of any work.

Parts: Shall be billed to Fire Company at Cost.

3. **Payments:** Little Egg Harbor shall provide the Fire Company with an itemized billing of all costs. Payments shall be made by the Fire Company within thirty (30) days of billing.

4. Either party may cancel this Shared Service Agreement on one hundred and twenty (120) days written notice to the other. During said one hundred and twenty day period, the parties will continue to perform pursuant to the terms of this Agreement.

5. Upon the termination for good cause or expiration of this Shared Service Agreement, the parties shall have no further liability to each other. The parties may by mutual consent in writing extend the within Agreement.

6. 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.

7. 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.

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

9. 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 caused this Agreement to be executed by its proper Officers and its corporate seals to be hereto affixed, as of the day and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA, RMC
Clerk of the Township of Little Egg Harbor
(Seal)

By _____
JOHN KEHM, Mayor

As to Mystic Island Vol. Fire Co.

By _____
President, Mystic Island Vol. Fire Co.

JEFF CHAPLIN
Secretary, LEH Fire District No. 2

By _____
RUSSELL GULBERT
Chairman, LEH Fire District No. 2