

RESOLUTION 2026-087

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 COUNTY OF OCEAN FOR A REGIONAL SWAT TEAM

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 joint agreements for the provision of certain governmental services with the County of Ocean; and

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

WHEREAS, it is the desire of the governing body to authorize the execution of a Shared Services Agreement with the County of Ocean for a Regionalized SWAT and Crisis Negotiation Team for all critical incidents or events including but not limited to large scale extraordinary events, prolonged operations, any operation with expansive dynamics, or when the event being covered exceeds the capabilities of the responding Platoon or Squad based on the size or duration of the event; and

WHEREAS, the Township has determined that it is necessary and appropriate to enter into this Shared Services Agreement with the Ocean County Prosecutor's Office.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee 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 County of Ocean, 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.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Services Agreement, for a Regionalized SWAT and Crisis Negotiation Team with the County of Ocean, and any other documents necessary to effectuate the terms of this resolution. Where appropriate, in addition to the above signatures, the Township Chief of Police is also authorized to execute any documentation to effectuate this Shared Service Agreement.

3. That the term of the agreement shall be for a term in accordance with N.J.S.A. 40:8A-7.

4. That the agreement shall become effective upon the passage of Resolutions by both the County of Ocean 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 be forwarded to the Ocean County Administrator, Ocean County Prosecutor's Office, the Little Egg Harbor Police Department, and the Chief Financial Officer.

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 **19th** day of **February, 2026**.



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

**REGIONAL SWAT TEAM
OF
OCEAN COUNTY
SHARED SERVICES AGREEMENT**

This Agreement is made the _____ day of _____, 2026 between the Ocean County Prosecutor's Office, whose address is 119 Hooper Ave, Toms River, New Jersey, hereinafter referred to as the Lead Agency and the _____ (Municipal/County Agency), hereinafter called the Participating Agency, whose address is _____

The Ocean County Prosecutor's Office functions as the Chief Law Enforcement agency for the County of Ocean. The Ocean County Prosecutor recognizes the need for the purpose of receiving and extending services in the form of a Regionalized SWAT and Crisis Negotiation Team with related services and resources extended to each Participating Agency when such assistance is requested. The Ocean County Regional SWAT team will consist of members from the Participating Agencies under the command of the Ocean County Prosecutor.

SECTION I

AUTHORITY

This Shared Services Agreement is effective as of the date of signature by the chief executive law enforcement officer of each Participating Agency. It shall continue in full force and effect until all involved parties in accordance with the procedures cited previously cancel it. The designated representatives identified in Addendum A, represents that he/she is authorized by his/her jurisdiction or Participating Agency to enter into this agreement on behalf of the Participating Agency.

SECTION II

PROVISIONS FOR OPERATIONS ASSISTANCE

The Participating Agencies hereby approve and enter into this Shared Services Agreement

whereby each Participating Agency represented may request Ocean County Regional SWAT Team assistance for all critical incidents or events including but not limited to large scale extra ordinary events, prolonged operations, any operation with expansive dynamics, or when the event being covered exceeds the capabilities of the responding Platoon or Squad based on the size or duration of the event.

Each Participating Agency agrees to furnish to any other Participating Agency such police manpower and/or equipment as is requested. The Participating Agency of which a request for assistance has been made will respond to the extent that such manpower is available, always bearing in mind that their first concern must be with the safety and security of their home jurisdiction.

The execution of this agreement by any Participating Agency shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this agreement.

There will be no charge to any Participating Agency entering into this contract for services rendered by any other municipality under the provisions of this agreement.

There shall be no reimbursement for loss or damage to equipment, nor any reimbursement for any indemnity award or premium contribution assessed against the employing municipality for Worker's Compensation benefits arising due to injury or death to a member of the police department of said municipality while engaged in rendering services under this agreement.

All parties agree to hold harmless each party of this agreement in the event of liability for bodily injury, including wrongful death and/or property damage, caused by negligence or intentional acts of any of the parties, their agents, officers, employees, or any other persons acting on their behalf as a result of requesting aid or responding to such a members request made pursuant to the provisions of this agreement.

That this agreement shall remain in effect for any active swat operators from a participating agency who decides to terminate his/her active membership give a ninety (90) day written

notice indicating its intention to terminate same. The ninety (90) day period shall begin with receipt of the notice by the Ocean County Prosecutor's Office SWAT Coordinator of the Ocean County Regional SWAT Team.

SECTION III

REQUEST FOR ASSISTANCE

In the event that a Participating Agency of this Shared Service Agreement is in need of assistance as set forth above, such party shall notify the Regional SWAT Team Commander or his/her designee from whom assistance is requested. The designated representative whose assistance is sought shall evaluate the situation and his/her available resources and respond in a manner he deems appropriate. If required, the requested SWAT Team or Squad may seek additional assistance through the Team Command Staff.

SECTION IV

COMMAND AND SUPERVISORY RESPONSIBILITY

The Police Chief or ranking sworn officer of the receiving services from the Ocean County Regional SWAT (Receiver Agency) will have overall command of the critical incident. The Regional SWAT Team Commander or his/her designee will have command and control of the tactics employed by the Ocean County Regional SWAT Team.

SECTION V

COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a SWAT Team response as promulgated by this Shared Services Agreement, the Chief or sworn ranking officer or their designee of the Receiver Agency shall be responsible for the documentation of said complaint to determine at a minimum the following:

1. The facts of the allegation.

2. The identity of the complainant(s).
3. An address where the complaining party can be contacted.
4. The identity of the employee(s) accused.

If it is determined that the complaint concerns the actions of a SWAT Team member(s), the above information, with all pertinent documentation gathered during the receipt and processing of the allegation, shall be forwarded without delay to the Receiver Agency sworn head. The Receiver Agency will conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the members of the SWAT Team violated accepted policies or procedures and forward the findings to the Ocean County Prosecutor's Office.

SECTION VI

LIABILITY

Each Participating Agency that provides assistance pursuant to this Shared Service Agreement, agrees to assume responsibility for the acts, omissions, or conduct of each of its SWAT Team members while engaged in rendering such assistance pursuant to this Shared Service Agreement.

SECTION VII

POWERS, PRIVILEGES, IMMUNITIES AND COSTS

SWAT Team members of each Participating Agency engaging in assistance outside of their regular jurisdictional limits, under the terms of this Shared Service Agreement, shall, pursuant to the provisions of a properly executed Mutual Aid Agreement, have the same powers, duties, rights, privileges and immunities as if the SWAT Team member was performing duties inside the member's municipalities in which normally employed.

Each Participating Agency agrees to furnish the necessary equipment, resources and facilities and to render services to each Participating Agency to this Shared Service Agreement; provided however, that no Participating Agency shall be required to unreasonably deplete its own

equipment, resources, facilities, and services in furnishing such assistance.

Each Participating Agency that furnishes equipment pursuant to this Shared Service Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

The Participating Agency furnishing assistance pursuant to this Shared Service Agreement shall compensate its SWAT Team members during the time such assistance is rendered and shall assume the actual travel and maintenance expenses of its members while they are rendering such assistance, including any amounts paid or due for compensation due to personal injury or death while such SWAT Team members are engaged in rendering such assistance.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of a SWAT Team member of a Participating Agency when performing the member's duties within the territorial limits of the member's Agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties outside the territorial limits of the member's Agency under the provisions of this Shared Service Agreement.

Nothing herein shall prevent the Receiver Agency from requesting supplemental appropriations from entities other than its governing political sub-division for reimbursement for itself and the assisting SWAT Team for any actual costs or expenses incurred by the assisting Participating Agency performing hereunder.

SECTION VIII CANCELLATION

Any Participating Agency may cancel their participation in this Shared Service Agreement. Within ninety (90) days of delivery of written notice of cancellation by the Participating Agency to the Ocean County SWAT Team Coordinator / Liaison, such cancellation will become effective.

SECTION IX

Exclusion of Oral Statements

This document represents the entirety of the agreements between the parties. No oral or other statements, proposals, or agreements shall be binding on the parties hereto.

ATTEST:

MUNICIPALITY

CLERK

MAYOR

ATTEST:

DEPARTMENT/OFFICE

WITNESS

PARTICIPATING AGENCY EXECUTIVE

ATTEST:

OCEAN COUNTY PROSECUTOR'S OFFICE

NANCY MONCRIEF

BRADLEY D. BILLHIMER
PROSECUTOR

ATTEST:

COUNTY OF OCEAN

MICHELLE I. GUNTHER
CLERK OF THE BOARD

FRANK SADEGHI
DIRECTOR

ADDENDUM A

PARTICIPATING AGENCIES

Barnegat
Bay Head
Beach Haven
Beachwood
Berkeley
Harvey Cedars
Island Heights
Lacey
Lakehurst
Lavallette
Little Egg Harbor
Long Beach
Manchester
Mantoloking
Ocean Gate
Ocean Township
Pine Beach
Plumsted
Point Pleasant Beach
Point Pleasant Borough
Seaside Heights
Seaside Park
Ship Bottom
South Toms River
Stafford
Surf City
Tuckerton