

RESOLUTION 2026-149

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT FOR THE PROVISION OF FUEL WITH LITTLE EGG HARBOR TOWNSHIP FIRE DISTRICT #3

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, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, Little Egg Harbor Township and Little Egg Harbor Township Fire District #3 have negotiated an Agreement for the provision of fuel for a fee to Little Egg Harbor Township Fire District #3; and

WHEREAS, the Township shall provide fuel to Little Egg Harbor Township Fire District #3 in accordance with the terms of the Shared Services Agreement attached hereto as “Schedule A”; and

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 Little Egg Harbor Township Fire District #3, attached hereto as Schedule A, in a form acceptable to the Little Egg Harbor Township Attorney and Township Interim Administrator, for the purpose of setting the terms and conditions.

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Rothstein, Mandell, Strohm,
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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 January 1, 2026 and shall terminate on December 31, 2030.

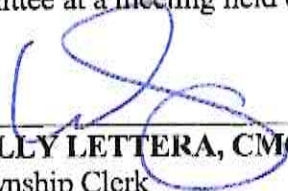
4. That the agreement shall become effective upon the passage of Resolutions by both Little Egg Harbor Township Fire District #3 and Little Egg Harbor Township and the full execution by both parties.

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 Little Egg Harbor Township Fire District #3, Little Egg Harbor Township Clerk/Interim Township Administrator and Township Public Works Superintendent.

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 **14th** day of **May**, **2026**.



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

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SHARED SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2026, 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 “Provider” or “Township”), and

Little Egg Harbor Township Fire District #3, a fire district created pursuant to Little Egg Harbor Township Code Chapter 44 and N.J.S.A. 40A:14-70 et seq., located in the County of Ocean, State of New Jersey, with its principal office located at 830 Railroad Avenue, Little Egg Harbor, New Jersey 08087 (Parkertown Firehouse)(hereinafter “Recipient”).

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, the Recipient, a local unit under the statute, has determined, that for reasons of efficiency and economy, that it is prudent and fiscally responsible to enter into this Shared Services Agreement; and

WHEREAS, the Provider maintains gasoline and diesel fuel pumps and associated equipment, and purchases fuel through a consortium providing a reduced fuel cost for local government purposes; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Provider and the Recipient (collectively, the “Parties”) have negotiated an Agreement for the provision of fuel; and

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

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32

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 be effective retroactive to January 1, 2026, and shall terminate on December 31, 2030.

3. **Provision of fuel.** The Recipient is authorized to purchase gasoline and diesel fuel from the Township utilizing the equipment owned and maintained by the Township. District shall abide by the procedures to purchase fuel as established by the Township. The fuel rate shall be the adjustable rate of fuel paid by the Township.
 - a. This Agreement shall apply **only** to fuel used for fire suppression services and equipment. **It is not the intention of this Agreement to apply to fuel utilized by Recipient for Emergency Medical Services in connection with equipment and vehicles for backup to Great Bay EMS.** The Township provides fuel for EMS as part of the statutorily-permitted donation to EMS and First Aid services pursuant to N.J.S.A. 40:5-2.
4. **Consideration.** Provider shall provide the Recipient with itemized billing of all costs for the provision of fuel on a monthly basis. Recipient shall pay Provider within thirty (30) days of the date of the invoice from Provider.
5. **External Disputes.** Any complaints related to the services or fuel provided to the Recipient shall be handled by the Provider's procedures.
6. **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 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 Recipient and were not beyond the scope of performing official duties on behalf of the Recipient 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.
7. **Disputes Concerning Agreement.** Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by either of the Parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

Step A: The Recipient's Business Administrator or other representative and the Provider'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.

8. **Termination.** Either Party may terminate this Agreement unilaterally at any time and for any reason based upon giving the other party ninety (90) days advanced written notice of its intent to terminate.
9. **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.
10. **Notices.** Notices hereunder shall be given to the Parties as set forth below:

To Recipient:

Secretary/Clerk,
 Board of Fire Commissioners
 Little Egg Harbor Township Fire District #3
 830 Railroad Avenue
 Little Egg Harbor, NJ 08087

To Provider:

Township Administrator
 665 Radio Road
 Little Egg Harbor, NJ 08087

10. **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.
11. **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.
12. **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.
13. **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:

LITTLE EGG HARBOR TOWNSHIP FIRE
DISTRICT #3

Clerk

Chairman

TOWNSHIP OF LITTLE EGG HARBOR

Kelly Lettera, CMC, RMC
Little Egg Harbor Township Clerk

Kenneth Lancy, Mayor