

RESOLUTION 2026-277

**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 TWO (2) CLASS III SPECIAL POLICE
OFFICERS AS SCHOOL RESOURCE OFFICERS
WITH THE LITTLE EGG HARBOR SCHOOL
DISTRICT**

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, in the spirit of local unit cooperation, and in furtherance of the principles underlying the Act, Little Egg Harbor Township and Little Egg Harbor School District have negotiated an Agreement for the provision of two Class III Special Police Officers as School Resource Officers to Little Egg Harbor School District; and

WHEREAS, the Township shall assign Class III Special Police Officers to Little Egg Harbor School District 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 School District, 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. The Township Chief of Police is also authorized to execute the Shared Services Agreement as well as any documentation necessary to effectuate the terms of this resolution.

3. That the term of the agreement shall be retroactive to September 1, 2026 and shall terminate on August 31, 2027.

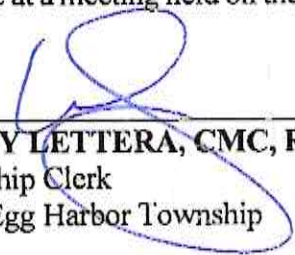
4. That the agreement shall become effective upon the passage of Resolutions by both Little Egg Harbor School District and Little Egg Harbor Township and the full execution by both parties.

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 Department of Community Affairs, Local Government Services, Little Egg Harbor School District, Little Egg Harbor Township Clerk/Interim Township Administrator and Township Chief of Police.

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 **8th** day of **October, 2026**.



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

r|m|s|h|c

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SHARED SERVICES AGREEMENT
Between
THE TOWNSHIP OF LITTLE EGG HARBOR
And
LITTLE EGG HARBOR SCHOOL DISTRICT

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 School District, with a business address of 307 Frog Pond Road, Little Egg Harbor, NJ 08087(hereinafter "Recipient" or "District".)

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, desires to have two Class III Special Law Enforcement Officers to act as School Resource Officers for the District; and

WHEREAS, the Provider, through the Township of Little Egg Harbor Police Department, has the resources to provide two Class III Special Law Enforcement Officers to act as School Resource Officers for the District; and

WHEREAS, in the spirit of 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 two Class III Special Law Enforcement Officers to act as School Resource Officers for the District; and

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

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 September 1, 2026, and shall terminate on August 31, 2027.
3. **Scope of Work.** Provider shall, through the Chief of Police, assign two Class III Special Law Enforcement Officers to act as School Resource Officers for the District. The assignment shall incorporate the terms and conditions of Township of Little Egg Harbor Township Code, Chapter 93, Article I, Section 93-13.
4. **Compensation.** Recipient shall issue payment for the assigned Class III Special Law Enforcement Officers acting as School Resource Officer, as authorized under this Shared Services Agreement, directly to Provider. Recipient shall pay Provider \$66,300.00 annually per officer (TOTAL: \$132,600.00), with the first payment of \$66,300.00 due to Provider by October 31, 2026 and the second payment of \$66,300.00 due by December 31, 2026.
5. **Designation of Primary Employer.** Provider is hereby designated as the primary employer. It is recognized that the assigned Class III Special Law Enforcement Officers acting as School Resource Officers provided for herein occupy a position with Provider and are employees of Provider. Provider 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. The assigned Class III Special Law Enforcement Officers acting as School Resource Officers shall be covered under all applicable personnel policies of Provider and shall retain any and all rights and benefits that may have accrued from that position with Provider. In the event of a vacancy in the position of the assigned Class III Special Law Enforcement Officers acting as School Resource Officer, Provider shall have the exclusive authority and obligation to assign a new Class III Special Law Enforcement Officers acting as School Resource Officer.
6. **Hours of Service.** Services of the assigned Class III Special Law Enforcement Officers acting as School Resource Officers to Recipient shall be provided in accordance with Provider's regular working hours, on an as-needed basis to District.
7. **Insurance.** Class III Special Law Enforcement Officers acting as School Resource Officers shall be covered at all times by Provider's Workers Compensation policy.
8. **Hold Harmless and Indemnification.** Recipient shall indemnify and hold 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 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 Recipient and were not beyond the scope of performing official duties on behalf of 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.

9. **Maintenance of Records.** Recipient shall maintain records as may be required by and in accordance with the Codes and Laws of the State of New Jersey, as well as federal regulations and local ordinances.
10. **External Disputes.** Any complaints related to the services provided to Recipient shall be handled by Provider's procedures.
11. **Termination.** This Agreement may be terminated with ninety (90) days' notice by either Party. Such termination shall not become effective until the adoption of Resolutions by both Parties authorizing the termination.
12. **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.
13. **Notices.** Notices hereunder shall be given to the Parties as set forth below:

To Recipient:

School Business Administrator
Little Egg Harbor School District
320 Frog Pond Road
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 SCHOOL
DISTRICT

Clerk

School Business Administrator

TOWNSHIP OF LITTLE EGG HARBOR

Kelly Lettera, CMC, RMC
Little Egg Harbor Township Clerk

Kenneth Laney, Mayor

Jeffery Martin, Chief of Police