

**RESOLUTION NO. 2022-058**

**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 THE "MOVE OVER" LAW ENFORCEMENT PROGRAM**

**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 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 the "Move Over" Law Enforcement Program, a traffic safety program run by the Ocean County Prosecutor's Office for the purposes of identifying, educating, and removing reckless drivers from the roadways.

**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 Mayor and Township Clerk are hereby authorized to execute a Shared Services Agreement with the County of Ocean for the "Move Over" Law Enforcement Program in accordance with the provisions of law. A copy of said agreement is attached hereto and made a part hereof as Schedule A.

2. 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.

3. That a certified copy of this resolution be forwarded to the Ocean County Prosecutor's Office, the Little Egg Harbor Township Police Department, and the Chief Financial Officer.

**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 13<sup>th</sup> day of **January, 2022**.



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**KELLY LETTERA, RMC**  
Township Clerk  
Township of Little Egg Harbor

**SHARED SERVICES AGREEMENT**  
**“MOVE OVER” LAW ENFORCEMENT PROGRAM**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, by and **BETWEEN:**  
**THE Township of Little Egg Harbor**, a municipal corporation of the State of New Jersey, having its offices located at **665 Radio Rd., Little Egg Harbor, New Jersey 08087**, hereinafter referred to as “Municipality”. **AND: THE COUNTY OF OCEAN**, a body politic of the State of New Jersey, having its offices at the Administration Building, 101 Hooper Avenue, P.O. Box 2191, Toms River, New Jersey, 08754, hereinafter referred to as “County”.

**WHEREAS**, resolution of the **Township of Little Egg Harbor** dated \_\_\_\_\_, authorization was given to enter into an Shared Services Agreement with the County of Ocean Police services, “**Move Over**” **Law Enforcement Program** and

**WHEREAS**, the “**Move Over**” **Law Enforcement Program** (hereinafter referred to as

**M.O.L.E.P.**) is a traffic safety program run by the Ocean County Prosecutor’s Office

(hereinafter referred to as “Prosecutor’s Office”) for the purpose of identifying, educating and removing reckless drivers from the roadways; and

**WHEREAS**, the **M.O.L.E.P.** receives funding from the State of New Jersey and County of Ocean; and

**WHEREAS**, the Prosecutor’s Office and the Municipality have determined it to be in

their mutual interest for the Municipality to designate certain police officers to be assigned to **M.O.L.E.P.**; and

**WHEREAS**, the shared Services Act, N.J.S.A. 40:8A-1 et seq., authorizes local units as defined in the Act to enter into joint agreements for the provision of governmental services; and

**WHEREAS**, the Municipality wishes to enter into an Agreement with the County for the purpose of setting forth the terms and conditions regarding the assignment of police officers employed by the Municipality to the **M.O.L.E.P.**; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the parties hereby agree to and with each other as follows:

1. **DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO M.O.L.E.P.** Upon request by the County, the Municipality shall designate those officers to be assigned to the **M.O.L.E.P.** and shall provide the County with a list of those officers.

**SHARED SERVICES AGREEMENT**  
**“MOVE OVER” LAW ENFORCEMENT PROGRAM**

2. **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - (a) The Municipality will provide department in-service training to those officers assigned to the **M.O.L.E.P.**
  - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the **M.O.L.E.P.**
  
3. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Agreement.
  - (a) The County will forward to the Municipality a schedule of any training attended by or instructed by the officers assigned to the **M.O.L.E.P.**
  - (b) The County shall provide the Municipal Police Department with information on current **M.O.L.E.P.** activities within the Municipality during scheduled briefings.
  
4. **COMPENSATION.** The County shall pay the officers department at the rate of sixty (\$60.00) per hour for their performed hereunder. It is the responsibility of the individual officer's department to pay any income tax or other taxes required to be paid from their salary received pursuant to this agreement.
  
5. **TERM.** This Agreement shall be retroactive from October 1, 2021 and shall continue in full force and effect until September 30, 2022.
  
6. **TERMINATION.** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.
  
7. **RELATIONSHIP OF PARTIES.** The officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.
  
8. **VIOLATIONS OF RULES AND REGULATIONS OF THE MUNICIPAL POLICE DEPARTMENT.** During the time of their assignment to the Prosecutor's Office, the officers shall continue to be governed by the rules and regulations of the Municipal Police Department. In the event of any violation of the rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

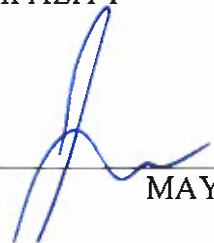
**SHARED SERVICES AGREEMENT**  
**"MOVE OVER" LAW ENFORCEMENT PROGRAM**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and date first above written.

ATTEST:

  
\_\_\_\_\_  
CLERK

MUNICIPALITY

By:   
\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
MARJORIE GIBBONS

OCEAN COUNTY PROSECUTOR'S OFFICE

By:

\_\_\_\_\_  
BRADLEY D. BILLHIMER  
PROSECUTOR

ATTEST:

\_\_\_\_\_  
MICHELLE GUNTHER  
CLERK

COUNTY OF OCEAN

By:

\_\_\_\_\_  
GARY QUINN  
DIRECTOR