

RESOLUTION NO. 2022-173

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 NARCOTIC STRIKE FORCE

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., local units may enter into agreements for shared services with other local units to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by the adoption of a resolution; and

WHEREAS, the Ocean County Prosecutor's Office runs the Narcotic Strike Force for the purpose of combating the growing gang element and enforcing firearm and anti-drug laws of the State of New Jersey; and

WHEREAS, the Township of Little Egg Harbor desires to participate in the Ocean County Narcotics Strike Force and enter into a Shared Services Agreement with the County of Ocean for the purpose of setting the terms and conditions regarding the assignment of police officers employed by the Township to the Narcotic Strike Force.

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 the County of Ocean, attached hereto as Schedule A, in a form acceptable to the Township Attorney, for the purpose of setting the terms and conditions



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regarding the assignment of police officers employed by the Township participating in the Narcotic Strike Force.

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 for one (1) year, commencing retroactively on January 1, 2022 and terminating on December 31, 2022.

4. 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.

5. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the County of Ocean, Little Egg Harbor Chief of Police James Hawkins, and Little Egg Harbor Township Administrator Rodney Haines.

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 July, 2022.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

r|m|s|h|c

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MSA

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022, by and **BETWEEN: THE TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its offices located on 665 Radio Road, Little Egg Harbor, NJ, 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, by Resolution of the Committee of Little Egg Harbor dated July 14, 2022, authorization was given to enter into a Shared Services Agreement with the County of Ocean for Police services – **Ocean County Narcotics Strike Force** (hereinafter referred to as “NSF”); and

WHEREAS, the NSF is a program run by the Ocean County Prosecutor’s Office (hereinafter “Prosecutor’s Office”) for the purpose of combating the growing Gang element and enforcing the firearm and anti-drug laws of the State of New Jersey; and

WHEREAS, the NSF receives funding from the Ocean County Board of Commissioners; 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 the NSF; and

WHEREAS, the Prosecutor’s Office and the Municipality wish to enter into a Shared Services Agreement pursuant to New Jersey State Statute, known as the “Uniform Shared Services and Consolidation Act”, P.L. 2007, c.63 (N.J.S.A. 40A:65-1 et seq.): and

WHEREAS, the Municipality wishes to enter into an Agreement with the County for the purpose of setting the terms and conditions regarding the assignment of police officers employed by the Municipality to the NSF;

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 THE NSF:** Upon request by the County, the Municipality shall designate those police officers to be assigned to the NSF and shall provide the County with a list of those police officers.

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 departmental in-service training to those police officers assigned to the NSF.

(b). The Municipality will be responsible for conducting weapons qualifications for those police officers assigned to the NSF with the exception of those instances in which the police officers are provided with weapons from the Prosecutor’s Office. In those cases, the County will conduct the weapons qualifications.

3. **RESPONSIBILITIES OF COUNTY:** The County agrees that it shall have the following responsibilities during the term of this Agreement:

- (a) The County shall be responsible for conducting weapons qualifications for those police officers assigned to the NSF where the Prosecutor's Office provides the police officers with weapons.
- (b) The County will arrange for advanced narcotic and drug training for the police officers assigned to the NSF at County expense and will provide the Municipality with copies of documents reflecting such training.
- (c) The County will forward to the Municipality a schedule of any training attended by or instructed by the police officers assigned to the NSF.
- (d) The County will be responsible for scheduling and documenting work hours, vacation time, sick leave and all other leave of the police officers assigned to the NSF. The County shall insure that police officers assigned to the NSF follow the leave policies of the Municipalities.
- (e) The County shall provide the Municipal Police Department with information on current investigations within the Municipality during scheduled briefings.
- (f) The County will provide any required vehicles and maintenance costs associated with same. If the Municipality agrees to provide a vehicle(s) the County will provide fuel for the vehicle(s). The Municipality will provide maintenance, insurance, and registration for all Municipal vehicles provided.

4. **COMPENSATION:** The Municipality shall pay its police officers for their hours worked for the NSF at their current salary to include all overtime and compensatory time.

5. **NSF MUNICIPALITY PARTICIPATION STIPEND:** When a municipality participates in the Task Force (NSF) for 12 consecutive months, that municipality will receive a \$10,000 stipend per officer assigned to be paid by the County from either the County Law Enforcement Trust Fund and/or the Federal Law Enforcement Trust Fund to the Municipality's Special Law Enforcement Trust Account. Participation is defined as a Municipality having an officer assigned to the Task Force (NSF) for twelve consecutive months. It is further agreed that due to an injury or other situation(s) if agreed upon by the Municipality and the County, a Municipality can re-assign a different Police Officer(s) during the twelve-month period to satisfy the consecutive twelve-month participation requirement of this Shared Services Agreement. The Municipality and the County agree and understand that the Municipality shall share in the forfeiture of monies and/or other items seized by the NSF during the Municipal Officer's assignment to the NSF. The amount of the shared asset(s) shall be determined by the County Prosecutor at the time of disbursement

6. **SEPARATE ACCOUNTS:** Each of the parties hereto agrees to hold the funds to be disbursed hereunder in a separate budget appropriation line and further agrees that the funds to be disbursed hereunder shall be handled as part of a Shared Services Agreement. The parties further agree that the accounts will be subject to the standard accounting requirements and practices promulgated by New Jersey Statutes.

7. **AUDIT:** Each of the parties hereto agrees to conduct an annual audit of any funds received or expended hereunder to insure compliance with this Agreement. This audit requirement may be part of the Municipality's annual audit.

8. **TERM:** This Agreement shall become effective on January 1, 2022 and shall continue in full force and effect until December 31, 2022.

9. **TERMINATION:** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.

10. **RELATIONSHIP OF PARTIES:** The police officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.

11. **VIOLATIONS OF RULES AND REGULATIONS OF MUNICIPAL POLICE DEPARTMENT:** During the time of their assignment to the Prosecutor's Office, the police officers shall continue to be governed by the rules and regulations of the Municipal Police Department. In the event of any violation of said rules and regulations, the police officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

12. **VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE:** The Prosecutor's Office shall assume responsibility for the actions of the police officers during the period of their service in the NSF and shall handle disciplinary action for the violation of the rules and regulations of the Prosecutor's Office. In its discretion, the Prosecutor's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Prosecutor's Office shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department, long with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.


13. **ASSIGNABILITY:** The Municipality shall not assign or transfer any of the work or services to be performed hereunder or any other interest in this Agreement without the prior written approval of the County.

14. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.

15. **BINDING EFFECT** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

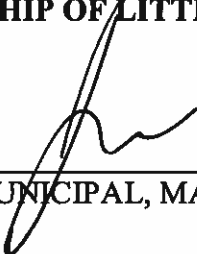
IN WITNESS WHEREOF, the parties hereto have caused those presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and year first above written.

ATTEST:



MUNICIPAL, CLERK

TOWNSHIP OF LITTLE EGG HARBOR


BY: _____
MUNICIPAL, MAYOR

ATTEST:

PROSECUTOR'S OFFICE
SECRETARY

OCEAN COUNTY PROSECUTOR'S OFFICE

BY: _____
PROSECUTOR BRADLEY D. BILLHIMER
OCEAN COUNTY PROSECUTOR

ATTEST:

COUNTY OF OCEAN

MICHELLE I. GUNTHER, CLERK

BY: _____
JOHN P. KELLY
COMMISSIONER - DIRECTOR