

**RESOLUTION NO. 2019 – 123**

**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 FY19 TRAFFIC ENFORCEMENT PROGRAM GRANT**

**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 that such a contract 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 FY19 Traffic Enforcement Program Grant.

**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 for the FY19 Traffic Enforcement Program Grant, in accordance with the terms of said agreement attached hereto and made a part hereof as Schedule A.

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 commence on October 1, 2018 and terminate on September 30, 2019.


4. That the Township Administrator is authorized to take the required action to institute the intent of this resolution and to incorporate the desired benefits of the resolution into the daily operations of the Township.

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 the Mayor, the Chief Financial Officer, the Township Administrator, the Ocean County Sheriff and the Ocean County Board of Chosen Freeholders.

**CERTIFICATION**

I, **DIANA K. MCCRACKEN, 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 9th day of May, 2019.

  
**DIANA K. MCCRACKEN**, Township Clerk  
Little Egg Harbor Township

**SHARED SERVICES AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and BETWEEN: **THE TOWNSHIP OF LITTLE EGG HARBOR**, having its offices located at **665 RADIO RD., LITTLE EGG HARBOR, NJ 08087**, hereinafter referred to as “Municipality”.

**AND: THE COUNTY OF OCEAN**, having its offices at Administration Building, **101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY 08754**, hereinafter referred as “County”.

**WHEREAS**, by resolution of the Township Committee of **LITTLE EGG HARBOR**, dated May 9, 2019, authorization was given to enter into a Shared Services Agreement with the County of Ocean for the FY19 Traffic Enforcement Program Grant; and

**WHEREAS**, the Traffic Enforcement Program Grant is run by the Ocean County Sheriff’s Office (hereinafter referred to as “Sheriff’s Office”) in an effort to improve the safety of motorists and pedestrians on our county’s roads and highways; and

**WHEREAS**, the Traffic Enforcement Grant Program receives funding from the State of New Jersey and the County of Ocean; and

**WHEREAS**, the Sheriff’s Office and the Municipality have determined it to be in their mutual interest for the Municipality to designate Police Officers to be assigned to the Traffic Enforcement Program Grant; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 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 Traffic Enforcement Program Grant.

**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 TRAFFIC ENFORCEMENT PROGRAM GRANT.** Upon request by the County, the Municipality shall designate Police Officers to be assigned to the Traffic Enforcement Program Grant detail.
- 2) **RESPONSIBILITIES OF MUNICIPALITY.** The Municipality agrees that it shall have the following responsibilities during the term of this Agreement:
  - a. The Municipality will be responsible for assigning Police Officers to conduct high visibility traffic enforcement along County Route 539.
  - b. The Municipality will be responsible for submitting reimbursement requests to the Sheriff's Office for overtime expenses for services performed by assigned officers as follows:
    - (May 15, 2019 – August 15, 2019) due September 1, 2019
- 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 dates and times to conduct the Traffic Enforcement Program Grant event.
- 4) **COMPENSATION.** The County shall reimburse the Municipality for overtime expenses incurred by Police Officers in their department assigned to the Traffic Enforcement Program Grant for services performed hereunder. The hourly rate of overtime reimbursement shall not exceed sixty dollars (\$60.00) per hour; until designated grant funding for overtime reimbursement has been exhausted. Compensation of overtime hours shall not exceed the hours of the scheduled event as defined in Section 3a. The Traffic Safety Officer's department will pay any income tax or other taxes required to be paid from each Officer's salary received pursuant to this Agreement.
- 5) **TERM.** This Agreement shall be retroactive from October 1, 2018 and shall continue in full force and effect until September 30, 2019.
- 6) **TERMINATION.** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.

- 7) **RELATIONSHIP OF PARTIES.** The Police Officers assigned to the Traffic Enforcement Program Grant 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 POLICE OFFICER.** During the time of their assignment to the Traffic Enforcement Program Grant, the Police Officer shall continue to be governed by the rules and regulations of their respective Municipal Police Department. In the event of any violation of the rules and regulations, the Police Officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.
- 9) **VIOLATIONS OF RULES AND REGULATIONS OF SHERIFF'S OFFICE.** The Sheriff's Office shall assume responsibility for the actions of their Sheriff's Officer(s) assigned to the Traffic Enforcement Program Grant and shall handle disciplinary action for the violation of the rules and regulations of the Sheriff's Office. In its discretion, the Sheriff's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Sheriff's Office shall file a written report of any alleged violations with the Chief of Police of the Municipal Police Department along with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.
- 10) **ASSIGNABILITY.** The Municipality shall not assign or transfer any of the work or services to be performed hereunder of any other interest in this Agreement without the prior written approval of the County.
- 11) **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 herewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.
- 12) **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 these 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:

  
TOWNSHIP CLERK

  
MAYOR BARBARA JO CREA

ATTEST:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
MICHAEL G. MASTRONARDY  
OCEAN COUNTY SHERIFF

ATTEST:

\_\_\_\_\_  
MARY ANN CILENTO, CLERK

\_\_\_\_\_  
VIRGINIA E. HAINES  
FREEHOLDER DIRECTOR