

RESOLUTION NO. 2019 - 65

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 CHILD RESTRAINT 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 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 FY19 Child Restraint Program Grant, a program run by the County of Ocean Sheriff's Office for the purpose of inspecting and installing child restraints in vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and 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 and attest to, respectively, a Shared Services Agreement with the County of Ocean for the FY19 Child Restraint Program Grant 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 County of Ocean, the Little Egg Harbor Police Department and the Chief Financial Officer.

CERTIFICATION

I, **DIANA 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 **24th** day of January, **2019**.


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

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 ROAD, 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 to as "County".

WHEREAS, by resolution of the Township Committee of **LITTLE EGG HARBOR**, dated January 24, 2019, authorization was given to enter into a Shared Services Agreement with the County of Ocean for the FY19 Child Restraint Program Grant (herein referred to as "CRG"); and

WHEREAS, the CRG is a program run by the Ocean County Sheriff's Office (hereinafter referred to as "Sheriff's Office") for the purpose of inspecting and installing child restraints in vehicles; and

WHEREAS, the CRG 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 Nationally Certified Child Passenger Safety Technicians (hereinafter referred to as CPS Technicians) to be assigned to CRG; 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 CPS Technicians employed by the Municipality to the Child Restraint Group.

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 CPS TECHNICIANS FOR ASSIGNMENT TO CRG.** Upon request by the County, the Municipality shall designate CPS Technicians to be assigned to the CRG and shall provide the County with a list of those CPS Technicians certified to conduct child restraint inspections.
- 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 their CPS Technicians assigned to the CRG.
 - b. The Municipality will be responsible for certifying any CPS Technicians to have qualifications for their CPS Technicians assigned to the CRG.
 - c. The Municipality will be responsible for submitting quarterly reimbursement requests to the Sheriff's Office for overtime expenses for services performed as follows:
 - Qtr. 1 (October 1, 2018 – December 31, 2018) due March 1, 2019
 - Qtr. 2 (January 1, 2019 – March 31, 2019) due April 31, 2019
 - Qtr. 3 (April 1, 2019 – June 30, 2019) due July 31, 2019
 - Qtr. 4 (July 1, 2019– September 30, 2019) October 15, 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 any training attended by or instructed by the CPS Technicians assigned to the CRG.
 - b. The County shall provide the Municipal Police Department with information on current CRG activities within the Municipality during scheduled briefings.
- 4) **COMPENSATION.** The County shall reimburse the Municipality for overtime expenses incurred by CPS Technicians in their department who assigned to the CRG for services performed hereunder. The hourly rate of overtime reimbursement shall not exceed fifty-five dollars (\$55.00) per hour; until designated grant funding for overtime reimbursement has been exhausted. Compensation of overtime hours should not exceed the hours of the scheduled event. The CPS Technicians' department will pay

any income tax or other taxes required to be paid from each CPS Technician'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 CPS Technicians assigned to the Sheriff'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 CPS TECHNICIAN.** During the time of their assignment to the CRG, the CPS Technician(s) 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 CPS Technician 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 CPS Technician(s) assigned to the CRG 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:

MICHAEL G. MASTRONARDY
OCEAN COUNTY SHERIFF

ATTEST:

MARY ANN CILENTO, CLERK

VIRGINIA E. HAINES
FREEHOLDER DIRECTOR