

RESOLUTION NO. 2019 – 66

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 PROSECUTOR'S 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 Ocean County Prosecutor's Office for the for the Prosecutor's Program (formerly known as the Fatal Accident Support Team F.A.S.T.), a traffic safety program run by the Ocean County Prosecutor's Office for the purpose of assisting in the investigation, prosecution of fatal accidents and in traffic enforcement and education; and

WHEREAS the Prosecutor's Program receives funding from the County of Ocean and it is the desire of the governing body of the Township of Little Egg Harbor to enter into the agreement with the County of Ocean attached hereto and incorporated herein as Schedule A, for the purpose of setting forth the terms and conditions regarding the assignment of police officers employed by the Township of Little Egg Harbor to the Prosecutor's Program.

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 Ocean County Prosecutor's Office for the Prosecutor's Program. A copy of said agreement is attached hereto and incorporated herein 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 Police Department and the Chief Financial Officer.

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 24th day of January, 2019.


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

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

THIS AGREEMENT made this _____ day of _____ 2019, 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 Road Little Egg Harbor, NJ 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 Twp. of Little Egg Harbor, dated January 24, 2019 authorization was given to enter into an Shared Services Agreement with the County of Ocean Police services, **Prosecutor's Program** and

WHEREAS, the **Prosecutor's Program** is a traffic safety program (formerly known as the Fatal Accident Support Team, F.A.S.T.) By the Ocean County Prosecutor's Office (hereinafter referred to as "Prosecutor's Program") for the purpose of assisting in the investigation, prosecution of fatal accidents and in traffic enforcement and education; and

WHEREAS, the Prosecutor's Program receives funding from the 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 Prosecutor's Program; 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 Prosecutor's Program

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 PROSECUTOR'S PROGRAM.** Upon request by the County, the Municipality shall designate those officers to be assigned to the PROSECUTOR'S PROGRAM and shall provide the County with a list of those officers.

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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 Prosecutor's Program.
 - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the Prosecutor's Program.

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 Prosecutor's Program.
 - (b) The County shall provide the Municipal Police Department with information on current Prosecutor's Program activities within the Municipality during scheduled briefings.

4. **COMPENSATION.** The County shall pay the officers department at the rate of fifty- five (\$55.00) per hour for their performed hereunder, with a minimum of four hours per callout. Upon exceeding four hours officers will be compensated for each additional hour worked at the aforementioned rate. 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 January 1, 2019 and shall continue in full force and effect until December 31, 2019.

6. **TERMINATION.** Either party to this Agreement may, be 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.

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In the event of any violation of the said rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

9. **VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE.** The Prosecutor's Office shall assume responsibility for the actions of the officers during the period of their service in the Prosecutor's Program 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, 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 therewith. 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.

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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:

MUNICIPALITY

Diana K. McCracken, RMC
CLERK

By:

Sam J. Quinn

MAYOR

ATTEST:

OCEAN COUNTY PROSECUTOR'S OFFICE

MARJORIE GIBBONS

By:

BRADLEY D. BILLHIMER
COUNTY PROSECUTOR

ATTEST:

COUNTY OF OCEAN

MARY ANN CILENTO
CLERK

By:

VIRGINIA E. HAINES
FREEHOLDER DIRECTOR