

**RESOLUTION NO. 2020-185**

**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 DRUG RECOGNITION EXPERT CALLOUT 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 Drug Recognition Expert Callout Program, a traffic safety program run by the Ocean County Prosecutor's Office for the purposes of utilizing a Drug Recognition Expert Callout Program to assist with identifying and removing intoxicated drivers from the roadway.

**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 Drug Recognition Expert Callout 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 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 **10<sup>th</sup>** day of **December, 2020**.



**DIANA K. MCCRACKEN**

Township Clerk, Township of Little Egg Harbor

SHARED SERVICES AGREEMENT  
DRUG RECOGNITION EXPERT CALLOUT 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, N.J 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 12/10/2020 authorization was given to enter into an Shared Services Agreement with the County of Ocean Police services, **Drug Recognition Expert Callout Program** and

**WHEREAS**, the **Drug Recognition Expert Callout Program** (hereinafter referred to as **D.R.E.C.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 utilizing a DRE callout Program to assist with identifying and removing Intoxicated drivers from the roadway; and

**WHEREAS**, the **D.R.E.C.P.** receives funding from the State of New Jersey and County of Ocean; and

**WHEREAS**, the shared Services Act, N.J.S.A. 401:8A-1 et seq., authorizes local units as defined in the Act to enter into a 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 term and conditions regarding the assignment of police officers employed by the Municipality to the **D.R.E.C.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 as follows:

1. **DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO D.R.E.C.P.** Upon request by the County, the Municipality shall designate those qualified DRE officers to be assigned to the **D.R.E.C.P.** and shall provided 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 **D.R.E.C.P.**
  - (b) The Municipality will be responsible for conducting weapons qualification for those officers assigned to the **D.R.E.C.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 **D.R.E.C.P.**
  - (b) The County shall provide the Municipal Police Department with information on current **D.R.E.C.P.** activities within the Municipality during scheduled briefings or callouts to other municipalities.
  
4. **COMPENSATION.** The County shall pay the officer's Municipality at the rate of sixty (\$60.00) per hour for their performance hereunder. It is the responsibility of the individual officer's Municipality 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, 2020 and shall continue in full force and effect until September 30, 2021.
  
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 rule 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.

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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 **D.R.E.C.P.** 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 modifications 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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DRUG RECOGNITION EXPERT CALLOUT 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:

MUNICIPALITY

Diana K McCracken, rmc  
CLERK

By: [Signature]  
MAYOR

ATTEST:

OCEAN COUNTY PROSECUTOR'S  
OFFICE

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

By: \_\_\_\_\_  
BRADLEY D. BILLHIMER  
PROSECUTOR

ATTEST:

COUNTY OF OCEAN

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

By: \_\_\_\_\_  
JOSEPH H. VICARI  
FREEHOLDER DIRECTOR