

RESOLUTION NO. 2023-305

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW
JERSEY, AUTHORIZING THE EXECUTION OF A
SHARED SERVICES AGREEMENT WITH OCEAN
COUNTY PROSECUTOR'S OFFICE FOR USE OF
PHOENIX AUTOMATED PROPERTY REPORTING
SYSTEM**

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities 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 ("OCPO") has purchased the Phoenix Automated Property Reporting (hereinafter "PAPR") System to track property transactions with pawned materials, scrap metal and/or second-hand property dealers; and

WHEREAS, the OCPO is requesting that all municipalities within Ocean County require certain qualifying businesses register with the OCPO to effectively utilize the PAPR system; and

WHEREAS, the Township wishes to cooperate with the OCPO to require qualifying businesses to register with the OCPO; and.

WHEREAS, it is the desire of the governing body to authorize the execution of a Shared Services Agreement with the OCPO for use of the Phoenix Automated Property Reporting System ("PAPR").

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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 OCPO for use of the Phoenix Automated Property Reporting System ("PAPR"), in accordance with the terms of said agreement attached hereto and made a part hereof as Schedule A. The form of said agreement is subject to the approval of the Township Attorney.
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 two (2) years, commencing January 1, 2024 and terminating on December 31, 2025.
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 said Shared Service Agreement shall only become effective upon the adoption of a Resolution of approval by the County of Ocean.
5. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to OCPO, the County of Ocean, Little Egg Harbor Township Administrator and Township Chief James Hawkins.

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CERTIFICATION

I, KELLY LETTERA, CMC, 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 **December, 2023**.


KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

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AGREEMENT

THIS SHARED SERVICES AGREEMENT (hereinafter "Agreement"), entered into this ____ day of _____, 2023, by and between the Township of Little Egg Harbor (hereinafter "Township"), a body politic and corporate of the State of New Jersey, with offices located at 260 East Bay Avenue, Manahawkin, New Jersey, and the Ocean County Prosecutor's Office (hereinafter "OCPO"), the Chief Law Enforcement Agency for the County of Ocean, with offices located at 119 Hooper Avenue, Toms River, New Jersey (collectively, the "Parties").

WITNESSTH

WHEREAS, the OCPO has purchased the Phoenix Automated Property Reporting (hereinafter "PAPR") System to track property transactions with pawned materials, scrap metal and/or second-hand property dealers; and

WHEREAS, the OCPO is requesting that all municipalities within Ocean County require certain qualifying businesses register with the OCPO to effectively utilize the PAPR system; and

WHEREAS, the Township wishes to cooperate with the OCPO to require qualifying businesses to register with the OCPO.

NOW, THEREFORE, in exchange for the considerations outlined below, the Parties agree to the following terms for this Agreement:

- 1. Term.** This Agreement shall be for a period of two (2) calendar years, commencing on January 1, 2024, and terminating on December 31, 2025. The Parties agree that the Agreement can be extended for an additional one (1) year via written confirmation from both the Township and OCPO to extend the Agreement. In the event the OCPO ceases to utilize the PAPR system, or otherwise no longer has access to the PAPR system, this Agreement shall terminate immediately. Otherwise, either party may terminate their respective obligations of this Agreement upon ninety (90) calendar days written notice to the other party.
- 2. Qualifying Business; Definition.** A "qualifying business" shall be defined as any person, partnership, association or corporation lending money on deposit or pledge or personal property, other than choses in action, securities, or printed evidences of indebtedness, or purchasing personal property on condition of selling it back at a stipulated price; or lending money on goods, wares or merchandise pledged or deposited as collateral security, or as so defined in N.J.S.A. 45:22-1, *et seq.*

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3. **Provision of Services; Fees.** The OCPO shall not charge any startup, enrollment or maintenance fee to the Township for utilization of the PAPR system. The OCPO is unilaterally responsible for the annual costs of the PAPR system, including maintenance of the internal user and system administration, in addition to maintaining the required licenses to utilize the PAPR software. No annual fee shall be charged to the Township provided the Township makes all reasonable efforts to meet the following criteria:

- a. The Township shall require all qualifying businesses to pay an annual fee of three-hundred fifty dollar (\$350.00) to the Township. The Township is unilaterally responsible for determining which Township account shall hold the funding, in addition to the acceptable methods of payment (*e.g.* cashier's check, wire, *etc.*).
- b. The Township shall be required to pay for any required PAPR hardware, provided the PAPR hardware is necessary in order to utilize the PAPR software. The Township agrees it shall make all reasonable efforts with PAPR to enter into an Agreement to acquire any hardware, in the event the hardware is necessary.
- c. The Township shall transfer all collected funding from the qualifying businesses to a County of Ocean account, which shall be designated by the OCPO. The Parties agree that the proper and respective officials for each party shall determine a date and time which the annual payments must be transferred. Once an accord is reached, the Parties agree to submit written confirmation to one another as to the date, time, and account for funding transfers.
- d. In the event a qualifying business refuses to pay the aforementioned annual fee, the Township shall notify the OCPO of any refusal in a reasonable timeframe. Provided the Township notifies the OCPO, the OCPO agrees to indemnify and assist the Township to utilize any and all legal recourse to recover the funds from the refusing qualified business.

4. **Notification to Division of Local Government Services.** The Township agrees that once the Parties have both executed this Agreement, the Township shall submit a cover sheet and copy of this Agreement to the Division of Local Government services via electronic mail to EGG@dca.state.nj.us as required by the Division's regulations and respective statutes.

5. **Severability.** Should any provision of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall

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not be affected thereby, and said legal, unenforceable or invalid part, term, or provision(s) shall be deemed not to be part of this Agreement.

6. **Jurisdiction.** This Agreement shall be governed by the laws of the State of New Jersey, and the Superior Court of New Jersey, Ocean County Vicinage, shall have jurisdiction over, and be the proper venue for, any disputes arising out of this Agreement.
7. **Interpretation and Construction.** The Parties agree that any rule of construction relating to ambiguities within the Agreement (e.g. resolving ambiguity against the drafting party) shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
8. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the Parties and fully supersedes any and all prior contracts or agreements between the Parties pertaining to the utilization of the PAPR system and required reporting of pawned and/or second-hand materials.
9. **Execution.** This Agreement is subject to approval by both the Township of Little Egg Harbor, and the Ocean County Prosecutor's Office. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument. E-mailed or facsimile signatures are valid and binding on the Parties, provided that the signatory for the respective party is authorized to sign in accordance with the applicable laws for each party. By way of example, the signatory for the Township's signature shall only be acceptable and binding provided the Township passes the requisite Resolution authorizing entering into this Agreement.

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IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement on the date and year written below:

Township of Little Egg Harbor:

Ocean County Prosecutor:

Blaise Scibetta, Mayor

Bradley D. Billhimer, Prosecutor

Date

Date

Witness Attestation

Witness Attestation

Date

Date

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