

**RESOLUTION NO. 2016 – 87**

**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 FY 2016 CHILD RESTRAINT PROGRAM GRANT**

**WHEREAS**, the Uniform 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**, the Ocean County Sheriff's Office administers the Child Restraint Program Grant (CRG) for the purpose of inspecting and installing child restraints in vehicles at fixed locations; and

**WHEREAS**, the Township of Little Egg Harbor will provide department in-service training to those officers assigned to the Child Restraint Group and will be responsible for certifying the officers to have qualifications of the Child Restraint Group; and

**WHEREAS**, the Township will be responsible for submitting quarterly reimbursement request to the Sheriff's Office for overtime expenses for services performed; and

**WHEREAS**, the State of New Jersey, Department of Law and Public Safety, has awarded the Little Egg Harbor Township Police Department funding for the FY16 Child Restraint Grant Program for an amount not to exceed \$1,250.00.

**WHEREAS**, the County of Ocean will reimburse the Township of Little Egg Harbor at an amount not to exceed fifty dollars (\$50.00) per hour for services performed through this grant by Certified Child Passenger Safety Technicians in the Township of Little Egg Harbor; 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 reimbursement of personnel overtime and supplies for Child Restraint Inspections.

**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 assignment of municipal police officers to the Child Restraint Group, 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 retroactive to October 1, 2015 and shall continue in full force and effect until September 30, 2016.

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 a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the Honorable Eugene Kobryn, Mayor of the Township of Little Egg

Harbor, the Chief Financial Officer of the Township of Little Egg Harbor, the Township Administrator of the Township of Little Egg Harbor, as well as the Ocean County Sheriff's Office.

Motion to Approve: Kehm Second: Gormley Roll Call:

Gormley	<u>yes</u>
Kehm	<u>yes</u>
Kobryn	<u>yes</u>
Schlick	<u>yes</u>
Stevens	<u>yes</u>

**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 **24<sup>th</sup>** day of **March, 2016**.

Diana K. McCracken, RMC  
**DIANA K. MCCRACKEN**, Township Clerk  
Little Egg Harbor Township

**SHARED SERVICES AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and BETWEEN: **THE TOWNSHIP OF LITTLE EGG HARBOR**, having its offices located at **665 RADIO ROAD, LITTLE EGG HARBOR, N.J. 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 \_\_\_\_\_, authorization was given to enter into a Shared Services Agreement with the County of Ocean for the FY16 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 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, 2015 – December 31, 2015) due January 31, 2016.
    - Qtr. 2 (January 1, 2016 – March 31, 2016) due April 31, 2016.
    - Qtr. 3 (April 1, 2016 – June 30, 2016) due July 31, 2016
    - Qtr. 4 (July 1, 2016 – September 30, 2016) October 15, 2016
- 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 pay the CPS Technicians' department at a rate not to exceed fifty dollars (\$50.00) per hour for their services performed hereunder. It is the responsibility of the individual CPS Technicians' 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 October 1, 2015 and shall continue in full force and effect until September 30, 2016.
- 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.** During the time of their assignment to the Sheriff's Office, the CPS Technicians shall continue to be governed by the rules and regulations of the 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 the CPS Technicians during the period of their service in 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:

Diana K. McCracken, RMC  
TOWNSHIP CLERK

Eugene Kobryn  
MAYOR EUGENE KOBRYN

ATTEST:

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MICHAEL G. MASTRONARDY  
OCEAN COUNTY SHERIFF

ATTEST:

BETTY VASIL, CLERK

JOHN P. KELLY  
FREEHOLDER DIRECTOR

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**ATTACHMENT A**

**LITTLE EGG HARBOR TOWNSHIP**

<b>POLICE –</b>	OT Expenses for CPS Technicians (not to exceed \$50.00 Per hour)	<b>\$1,250.00</b>
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