RESOLUTION NO. 2016–212

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 OCEAN COUNTY PROSECUTOR'S OFFICE FOR THE FATAL ACCIDENT SUPPORT TEAM (F.A.S.T.)

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 that such a contract be authorized by resolution; and

WHEREAS, the Ocean County Prosecutor's Office in concert with member municipalities operates the Fatal Accident Support Team (FAST), a program that is aimed at investigating traffic crashes that result in serious injuries and/or fatalities in Ocean County for the purpose of assisting in the investigation, prosecution of fatal accidents and in traffic enforcement and education; and

WHEREAS, the Township of Little Egg Harbor will designate certain police officers for participation in the F.A.S.T. and will provide departmental in-service and weapons qualifications to those designated officers; and

WHEREAS, the County of Ocean will forward to the Township a schedule of any training attended by or instructed by the officers assigned to the F.A.S.T., will provide the Township Police Department with information on current prosecutor's program activities within the Township during scheduled briefings, and will compensate the Township at a rate of $55.00 per hour for the officer's performance under the Shared Services Agreement; and

GILMORE & MONAHAN
A Professional Corporation
COUNSELLORS AT LAW
Allen Street Professional Center
Ten Allen Street
P.O. Box 1540
Toms River, New Jersey 08754

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 F.A.S.T.

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 provision of designated officers for participation in the F.A.S.T. program, 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 January 1, 2016 and terminate on December 31, 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 Chief of Police of the Township of Little Egg Harbor, the Ocean County Prosecutor and the Freeholder Director of the County of Ocean.

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Motion to Approve: Stevens Second: Kehm Roll Call:

Gormley	yes
Kehm	yes
Kobryn	yes
Schlick	yes
Stevens	yes

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 **13th** day of **January, 2016.**

Diana K. McCracken, RMC

DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

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SHARED SERVICES AGREEMENT
PROSECUTOR'S PROGRAM

THIS AGREEMENT made this_____day of _____2016, by and **BETWEEN:**
THE Township of Little Egg Harbora municipal corporation of the State of New Jersey, having it's offices located at 665 Radio Rd, 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 Township of Little Egg Harbor, dated October 13, 2016 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 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

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.

SHARED SERVICES AGREEMENT
PROSECUTOR'S PROGRAM

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. 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, 2016 and shall continue in full force and effect until December 31, 2016.

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. 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.

SHARED SERVICES AGREEMENT

PROSECUTOR'S 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:

Diana K. McCracken, RMC
CLERK

MUNICIPALITY

By: Eugene Fachman
MAYOR

ATTEST:

MARJORIE GIBBONS

OCEAN COUNTY PROSECUTOR'S OFFICE

By: _____
JOSEPH D. CORONATO
COUNTY PROSECUTOR

ATTEST:

CLERK

COUNTY OF OCEAN

By: _____
FREEHOLDER DIRECTOR