

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 27 day of February, 2018, by and BETWEEN: **THE TOWNSHIP OF JACKSON** having its offices located at **95 WEST VETERANS HIGHWAY, JACKSON, NJ 08527**, 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 JACKSON, dated February 27, 2018 authorization was given to enter into a Shared Services Agreement with the County of Ocean for the FY18 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, 2017 – December 31, 2017) due March 1, 2018
 - Qtr. 2 (January 1, 2018 – March 31, 2018) due April 31, 2018
 - Qtr. 3 (April 1, 2018 – June 30, 2018) due July 31, 2018
 - Qtr. 4 (July 1, 2018 – September 30, 2018) October 15, 2018
- 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 reimburse the Municipality for overtime expenses incurred by CPS Technicians in their department who assigned to the CRG for services performed hereunder. The hourly rate of overtime reimbursement shall not exceed fifty-five dollars (\$55.00) per hour; until designated grant funding for overtime reimbursement has been exhausted. Compensation of overtime hours should not exceed the hours of the scheduled event. The CPS Technicians' department will pay

any income tax or other taxes required to be paid from each CPS Technician's salary received pursuant to this Agreement.

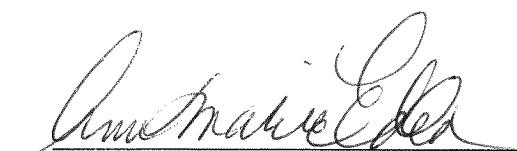
- 5) **TERM.** This Agreement shall be retroactive from October 1, 2017 and shall continue in full force and effect until September 30, 2018.
- 6) **TERMINATION.** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.
- 7) **RELATIONSHIP OF PARTIES.** 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 CPS TECHNICIAN.** During the time of their assignment to the CRG, the CPS Technician(s) shall continue to be governed by the rules and regulations of their respective 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 their CPS Technician(s) assigned to 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.

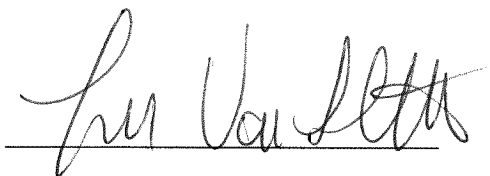
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and year first above written.


ATTEST:


TOWNSHIP CLERK

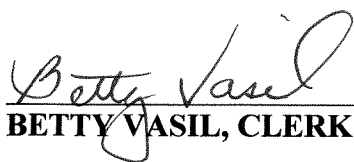

MAYOR MICHAEL REINA

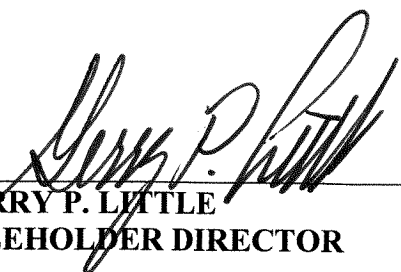
ATTEST:


MICHAEL G. MASTRONARDY


OCEAN COUNTY SHERIFF

ATTEST:


BETTY VASIL, CLERK


GERRY P. LITTLE
FREEHOLDER DIRECTOR

RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 106R-18

DATE OF ADOPTION: 02-27-18

TITLE: AUTHORIZE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF JACKSON AND THE COUNTY OF OCEAN FOR THE FY 2018 CHILD RESTRAINT PROGRAM GRANT

Council Member Nixon presents the following resolution.

Seconded by Martin

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WHEREAS, the FY 2018 Child Restraint Program Grant is run by the Ocean County 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 Ocean County Sheriff's Office and the Township of Jackson have determined it to be in their mutual interest for the Township of Jackson to designate Nationally Certified Child Passenger Safety Technicians to be assigned to the CRG; and

WHEREAS, pursuant to the "Uniform Shared Services and Consolidation Act", P.L. 2007, c.63 (N.J.S.A. 40A:65-1 et. Seq.), local units, as defined in the Act, are authorized to enter into joint agreements for the provision of governmental services; and

WHEREAS, the Township of Jackson wishes to enter into an Agreement (a copy of which is annexed hereto) with the County of Ocean for the purpose of setting forth the terms and conditions regarding the assignment of CPS Technicians employed by the Township of Jackson to be the Child Restraint Group.

DATED: 02-27-2018

Ann Marie Eden
ANN MARIE EDEN, R.M.C.
TOWNSHIP CLERK

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Barry Calogero	Scott Martin	Ann Updegrave	Rob Nixon	Kenneth Bressi
YES	✓	✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT					

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 27th day of February 2018.

Ann Marie Eden / X

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jackson, County of Ocean, State of New Jersey as follows:

1. The Mayor is authorized to execute and the Clerk to attest to the Shared Services Agreement for the designation of CPS Technicians assigned to the FY 2018 Child Restraint Program Grant.
2. A copy of said Agreement will be kept on file within the Office of the County Clerk of the Board and the Township Clerk's Office.
3. The term of said agreement shall be retroactive from October 1, 2017 and shall continue in full force until September 30, 2018.
4. Certified copies of this resolution shall be forwarded to the Office of the Ocean County Sheriff, Municipal Administrator, CFO, Chief of Police, Purchasing Agent, Personnel Department and any other interested parties.