

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Ocean County Sheriff's Office COUNTY: Ocean

RECIPIENT: Township of Lakewood COUNTY: Ocean

BRIEF DESCRIPTION OF SERVICE:

FY14 - Child Restraint Group - Child Restraint Checkpoints is a program run by the Ocean County Sheriff's Office for the purpose of inspecting and installing child restraints in vehicles
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EFFECTIVE DATE: October 1, 2013

EXPIRATION DATE: September 30, 2014

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICES AGREEMENT**

THIS AGREEMENT made this 18<sup>th</sup> day of June, 2014, by and BETWEEN: **THE TOWNSHIP OF LAKEWOOD**, having its offices located at **231 THIRD STREET, LAKEWOOD, NEW JERSEY 08701**, 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 the LAKEWOOD, dated 3/20/14, authorization was given to enter into a Shared Services Agreement with the County of Ocean for the FY14 – Child Restraint Group (hereinafter "CRG"); and

**WHEREAS**, the Child Restraint Checkpoints 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 those CPS Technicians assigned to the CRG.
  - b. The Municipality will be responsible for certifying any CPS Technicians to have qualifications for those CPS Technicians assigned to the CRG.

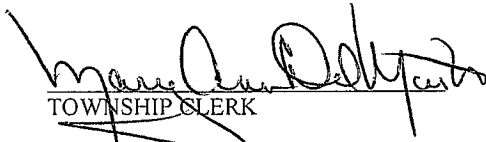
- c. The Municipality will be responsible for submitting quarterly reimbursement requests for Overtime expenses for services performed as follows:
  1. Quarter 1 (October 1, 2013 – December 31, 2014) due January 31, 2014.
  2. Quarter 2 (January 1, 2014 – March 31, 2014) due April 31, 2014.
  3. Quarter 3 (April 1, 2014 – June 30, 2014) due July 31, 2014
  4. Quarter 4 (July 1, 2014 – August 31, 2014) due September 30, 2014
- 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, 2013 and shall continue in full force and effect until September 30, 2014.
- 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:

  
TOWNSHIP CLERK

By:   
MENASHE MILLER  
MAYOR

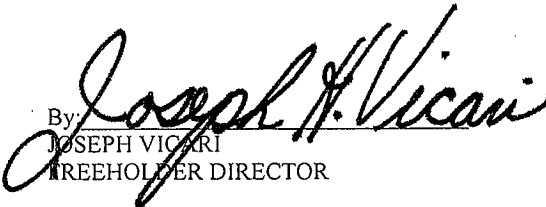
ATTEST:

  
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By:   
MICHAEL G. MASTROARDY  
OCEAN COUNTY SHERIFF

ATTEST:

  
BETTY VASIL, CLERK

By:   
JOSEPH VICARI  
FREEHOLDER DIRECTOR