

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Jackson COUNTY: Ocean

RECIPIENT: Ocean County Prosecutors Office COUNTY: Ocean

BRIEF DESCRIPTION OF SERVICE:

Police Services for the Ocean County Gang, Gun & Narcotics Task Force - Special Operations Group (S.O.G.) as per Resolution No. 311R-16

EFFECTIVE DATE: 07-01-16

EXPIRATION DATE: 06-30-16

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT Unknown

Please submit this cover sheet with shared service agreement either via email to 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.

RESOLUTION OF THE TOWNSHIP OF JACKSON
 JACKSON, NEW JERSEY

RESOLUTION NUMBER: 311R-16

DATE OF ADOPTION: 9-27-16

TITLE: AUTHORIZE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF JACKSON AND THE COUNTY OF OCEAN FOR POLICE SERVICES – OCEAN COUNTY GANG, GUN AND NARCOTICS TASK FORCE SPECIAL OPERATIONS GROUP (S.O.G.)

Council Member Calogero presents the following resolution.

Seconded by Updegrave 1 of 2

WHEREAS, the Ocean County Gang, Gun and Narcotics Task Force Program Special Operations Group (S.O.G.) is a program run by the Ocean County Prosecutor's Office for the purpose of combating the growing Gang element and enforcing the firearm and anti-drug laws of the State of New Jersey; and

WHEREAS, the S.O.G. receives funding from the State of New Jersey and Local Law Enforcement Assistance Formula Grant Programs; and

WHEREAS, the Ocean County Prosecutor's Office and the Township of Jackson have determined it to be in their mutual interest for the Township of Jackson to designate certain Police Officers to be assigned to the S.O.G.; 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 with the County of Ocean for the purpose of setting forth the terms and conditions regarding the assignment of Police Officers employed by the Township of Jackson to the S.O.G.

Ann Marie Eden

ANN MARIE EDEN, R.M.C.
 TOWNSHIP CLERK

DATED: 9-27-16

RECORD OF VOTE				Council V.P.	Council President
TOWNSHIP COUNCIL	Barry Calogero	Scott Martin	Ann Updegrave	Kenneth Bressi	Robert Nixon
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 _____ day of _____ 2016.

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 Police Services pertaining to the Ocean County Gang, Gun and Narcotics Task Force Special Operations Group (S.O.G.).

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 July 1, 2016 and shall continue in full force until June 30, 2017.

4. Certified copies of this resolution shall be forwarded to the Office of the Prosecutor/County of Ocean, Municipal Administrator, CFO, Chief of Police, Purchasing Agent, Personnel Department and any other interested parties.

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 27th day of September, 2016, by and **BETWEEN: THE TOWNSHIP OF JACKSON**, a municipal corporation of the State of New Jersey, having its offices located on 95 W. Veterans Highway, Jackson, NJ, 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, by Resolution of the Committee of Jackson dated September 27, 2016 authorization was given to enter into a Shared Services Agreement with the County of Ocean for Police services – **Ocean County Gang, Gun and Narcotics Task Force** (hereinafter referred to as "SOG"); and

WHEREAS, The **SOG** is a program run by the Ocean County Prosecutor's Office (hereinafter "Prosecutor's Office") for the purpose of combating the growing Gang element and enforcing the firearm and anti-drug laws of the State of New Jersey; and

WHEREAS, the **SOG** receives funding from the State of New Jersey and Local Law Enforcement Assistance Formula Grant Program; 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 the **SOG**; and

WHEREAS, the Prosecutor's Office and the Municipality wish to enter into a Shared Services Agreement pursuant to New Jersey State Statute, known as the "Uniform Shared Services and Consolidation Act", P.L. 2007, c.63 (N.J.S.A. 40A:65-1 et seq.): and

WHEREAS, the Municipality wishes to enter into an Agreement with the County for the purpose of setting the terms and conditions regarding the assignment of police officers employed by the Municipality to the **SOG**;

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 SOG**

Upon request by the County, the Municipality shall designate those police officers to be assigned to the **SOG** and shall provide the County with a list of those police officers.

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 departmental in-service training to those police officers assigned to the **SOG**.

(b). The Municipality will be responsible for conducting weapons qualifications for those police officers assigned to the **SOG** with the exception of those instances in which the police officers are provided with weapons from the Prosecutor's Office. In those cases, the County will conduct the weapons qualifications.

3. **RESPONSIBILITIES OF COUNTY** The County agrees that it shall have the following responsibilities during the term of this Agreement:

- (a) The County shall be responsible for conducting weapons qualifications for those police officers assigned to the **SOG** where the Prosecutor's Office provides the police officers with weapons.
- (b) The County will make arrangements for advanced narcotic and drug training for the police officers assigned to the **SOG** at County expense and will provide the Municipality with copies of documents reflecting such training.
- (c) The County will forward to the Municipality a schedule of any training attended by or instructed by the police officers assigned to the **SOG**.
- (d) The County will be responsible for scheduling and documenting work hours, vacation time, sick leave and all other leave of the police officers assigned to the **SOG**. The County shall insure that police officers assigned to the **SOG** follow the leave policies of the Municipalities.
- (e) The County shall provide the Municipal Police Department with information on current investigations within the Municipality during scheduled briefings.
- (f) The County will provide any required vehicles and maintenance costs associated with same. If the Municipality agrees to provide a vehicle(s) the County will provide fuel for the vehicle(s). The Municipality will provide maintenance, insurance, and registration for all Municipal vehicles provided.

4. **COMPENSATION** The Municipality shall pay its police officers for their hours worked for the SOG at their current salary.

5. **OVERTIME** The County shall reimburse the Municipality for any overtime expenses incurred by the police officers assigned to the SOG based upon existing contractual rates and an estimated escrowed sum (not to exceed 5%) for any period of time during the grant where a collective bargaining agreement has expired **but only to the extent that the overtime is incurred in connection with a case or matter emanating from or being investigated or prosecuted by SOG. Overtime incurred by a police officer in connection with a case or matter not emanating from or being investigated or prosecuted by SOG shall be paid by the Municipality, regardless of whether the officer incurring the overtime is detached to SOG during the time period when the overtime is incurred. The County will only reimburse for overtime that has been authorized and documented by SOG records.**

6. **SEPARATE ACCOUNTS** Each of the parties hereto agrees to hold the funds to be disbursed hereunder in a separate budget appropriation line and further agrees that the funds to be disbursed hereunder shall be handled as part of a Shared Services Agreement. The parties further agree that the accounts will be subject to the standard accounting requirements and practices promulgated by New Jersey Statutes.

7. **AUDIT** Each of the parties hereto agrees to conduct an annual audit of any funds received or expended hereunder to insure compliance with this Agreement. This audit requirement may be part of the Municipality's annual audit.

8. **TERM** This Agreement shall become effective on July 1, 2016 and shall continue in full force and effect until June 30, 2017.

9. **TERMINATION** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.

10. **RELATIONSHIP OF PARTIES** The police officers assigned to the Prosecutor's Office pursuant to this Agreement are not and shall not be considered agents or employees of the County.

11. **VIOLATIONS OF RULES AND REGULATIONS OF MUNICIPAL POLICE DEPARTMENT** During the time of their assignment to the Prosecutor's Office, the police officers shall continue to be governed by the rules and regulations of the Municipal Police Department. In the event of any violation of said rules and regulations, the police officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

12. **VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE** The Prosecutor's Office shall assume responsibility for the actions of the police officers during the period of their service in the SOG 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, long with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.

13. **ASSIGNABILITY** The Municipality shall not assign or transfer any of the work or services to be performed hereunder or any other interest in this Agreement without the prior written approval of the County.

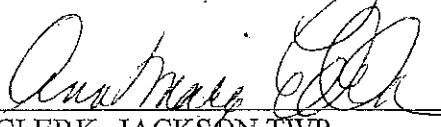
14. **ENTIRE AGREEMENT** This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other

understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.

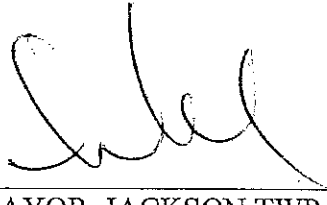
15. **BINDING EFFECT** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Municipality, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused those 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: JACKSON TOWNSHIP



CLERK, JACKSON TWP.

BY: 

MAYOR, JACKSON TWP.

ATTEST: OCEAN COUNTY PROSECUTOR'S OFFICE

MARJORIE GIBBONS

BY: _____
JOSEPH D. CORONATO, PROSECUTOR

ATTEST: COUNTY OF OCEAN

BETTY VASIL, CLERK

BY: _____
JOHN P. KELLY
FREEHOLDER - DIRECTOR