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DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Ocean COUNTY: Ocean

RECIPIENT: Township of Jackson COUNTY: Ocean

BRIEF DESCRIPTION OF SERVICE:

Shared Services Agreement entitled "Driving While Intoxicated Enforcement Program" (D.W.I.E.P.) FY 2018/2019 between the Township of Jackson and the County of Ocean. Resolution No. 347R-18.

EFFECTIVE DATE: Oct 1, 2018

EXPIRATION DATE: Sep 30, 2019

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**

#2

RESOLUTION NUMBER: 347R-18

DATE OF ADOPTION: 11-27-2018

TITLE: AUTHORIZE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF JACKSON AND THE COUNTY OF OCEAN FOR POLICE SERVICES DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM FY 2018/2019 (D.W.I.E.P.)

Council Member: Nixon presents the following resolution.

Seconded by Updegrave.

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WHEREAS, the Driving While Intoxicated Enforcement Program (D.W.I.E.P.) is a traffic safety program run by the Ocean County Prosecutor's Office for the purpose of identifying and removing intoxicated drivers from the roadways; and

WHEREAS, the D.W.I.E.P. receives funding from the State of New Jersey and the County of Ocean; and

WHEREAS, the Prosecutor's Office and Jackson Township have determined it to be in their mutual interest for the Township of Jackson to designate certain police officers to be assigned to D.W.I.E.P.; and

WHEREAS, the Prosecutor's Office and the Township of Jackson have determined it to be in their mutual interest for Jackson Township to designate certain officers to be assigned to D.W.I.E.P.; 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 agreement 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 D.W.I.E.P.

Ann Marie Eden

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

DATED: 11-27-2018

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Barry Calogero	Scott Martin	Ann Updegrave	Robert 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 _____ day of _____ 2018.

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 entitled Driving While Intoxicated Enforcement Program for FY 2018/2019.
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. Jackson Township will provide department in-service training of those officers assigned to the D.W.I.E.P. and will be responsible for conducting weapons qualifications for those officers.
4. The hourly rate paid to the officers is seventy dollars (\$70.00)/per hour.
5. The term of said agreement shall be retroactive from October 1, 2018 and shall continue in full force until September 30, 2019.
6. 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
DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM

THIS AGREEMENT made this 27 day of November, by and **BETWEEN:**
THE Township of Jackson, a municipal corporation of the State of New Jersey, having its offices located at 95 West Veterans Hwy. Jackson, New Jersey 08527, 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 Jackson** dated November 27 2018 authorization was given to enter into an Shared Services Agreement with the County of Ocean Police services, **Driving While Intoxicated Enforcement Program** and

WHEREAS, the **Driving While Intoxicated Enforcement Program** (hereinafter referred to as **D.W.I.E.P.**) is a traffic safety program run by the Ocean County Prosecutor's Office (hereinafter referred to as "Prosecutor's Office") for the purpose of identifying and removing Intoxicated drivers from the roadways; and

WHEREAS, the **D.W.I.E.P.** receives funding from the State of New Jersey and 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 **D.W.I.E.P.**; 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 **D.W.I.E.P.**; and

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 D.W.I.E.P.** Upon request by the County, the Municipality shall designate those officers to be assigned to the **D.W.I.E.P.** and shall provide the County with a list of those officers.

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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 **D.W.I.E.P.**.
 - (b) The Municipality will be responsible for conducting weapons qualifications for those officers assigned to the **D.W.I.E.P.**.

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 **D.W.I.E.P.**.
 - (b) The County shall provide the Municipal Police Department with information on current **D.W.I.E.P.** activities within the Municipality during scheduled briefings.

4. **COMPENSATION.** The County shall pay the officers department at the rate of seventy (\$70.00) 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 October 1, 2018 and shall continue in full force and effect until September 30, 2019.

6. **TERMINATION.** Either party to this Agreement may, by 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 rules and regulations, the officer committing the violation may be returned to the Municipal Police Department for appropriate disciplinary action.

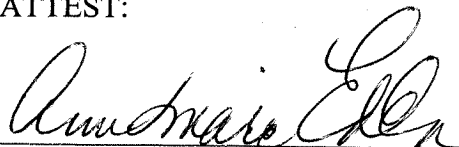
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9. **VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE.** The Prosecutor's Office shall assume responsibility for the actions of the officers during the period of their service in the **D.W.I.E.P.** and shall handle disciplinary action for 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
DRIVING WHILE INTOXICATED ENFORCEMENT 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:



CLERK

MUNICIPALITY

By: 

MAYOR

ATTEST:

MARJORIE GIBBONS

OCEAN COUNTY PROSECUTOR'S OFFICE

By: _____
BRADLEY D. BILLHIMER
PROSECUTOR

ATTEST:

BETTY VASIL
CLERK

COUNTY OF OCEAN

By: _____
GERRY P. LITTLE
FREEHOLDER DIRECTOR