

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Ocean - Prosecutor's Program COUNTY: Ocean

RECIPIENT: Lakewood Township COUNTY: Ocean

BRIEF DESCRIPTION OF SERVICE:

Police Services - Traffic Safety Program run by the Ocean County Prosecutor's Office for the purpose of assisting in the investigation, prosecution of fatal accidents and in traffic and DWI enforcement details, and education.

EFFECTIVE DATE: January 1, 2014

EXPIRATION DATE: December 31, 2014

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.

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

THIS AGREEMENT made this 1st day of January 2014, by and **BETWEEN:**

THE Township of Lakewood a municipal corporation of the State of New Jersey, having its offices located at 231 Third St Lakewood, 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, resolution of the Township of Lakewood dated 10/13/13, 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 and DWI enforcement details, 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 sixty (\$60.00) per hour for their performed hereunder. It is the responsibility of the individual officer's Municipality 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, 2014 and shall continue in full force and effect until December 31, 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 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.

SHARED SERVICES AGREEMENT

PROSECUTOR'S PROGRAM

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.

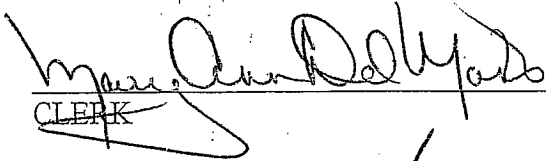
SHARED SERVICES AGREEMENT

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:

MUNICIPALITY



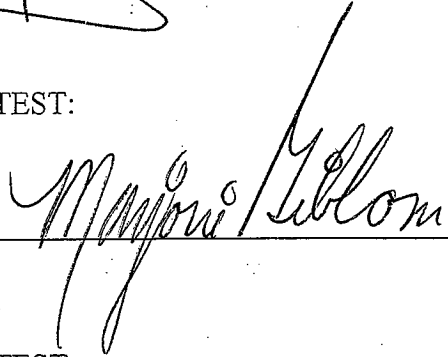
CLERK

By: 

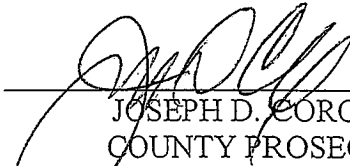
MAYOR

ATTEST:

OCEAN COUNTY PROSECUTOR'S OFFICE:



MAYOR

By: 


JOSEPH D. CORONATO
COUNTY PROSECUTOR

ATTEST:

COUNTY OF OCEAN:



BETTY VASIL, CLERK

By: 

JOSEPH H. VICARI
FREEHOLDER DIRECTOR

RESOLUTION OF THE TOWNSHIP OF
LAKEWOOD, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING THE EXECUTION
OF A SHARED SERVICES AGREEMENT BETWEEN
THE TOWNSHIP OF LAKEWOOD AND THE
COUNTY OF OCEAN FOR THE "PROSECUTOR'S
PROGRAM 2014."

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes governmental entities to enter into an agreement, among other things, for the sharing of services; and

WHEREAS, the Township of Lakewood is desirous of entering into a Shared Services Agreement with the County of Ocean for police services – Prosecutor's Program; and

WHEREAS, the Prosecutor's Program is a traffic safety program run by the Ocean County Prosecutor's Office (formerly known as the Fatal Accident Support Team, F.A.S.T.); and

WHEREAS, the Prosecutor's Program receives funding from County of Ocean; and

WHEREAS, the Prosecutor's Office and the Township of Lakewood have determined it to be in their mutual interest for the Township of Lakewood to designate certain police officers to be assigned to Prosecutor's Program; and

WHEREAS, the Township of Lakewood 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 Lakewood to the Prosecutor's Program.

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

1. That the Mayor and/or Deputy Mayor is hereby authorized to execute and the Township Clerk to attest to a Shared Services Agreement between the Township of Lakewood and the County of Ocean for the Prosecutor's Program 2014.
2. That the term of this agreement shall be January 1, 2014 through December 31, 2014.
3. The Township Clerk shall forward a copy of this Resolution to all parties in interest.

CERTIFICATION

I, Mary Ann Del Mastro, Township Clerk of the Township of Lakewood, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at its meeting held on October 3, 2013.



MARY ANN DEL MASTRO, RMC
Township Clerk

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Ocean - Prosecutor's Office COUNTY: Ocean

RECIPIENT: Lakewood Township COUNTY: Ocean

BRIEF DESCRIPTION OF SERVICE:

Police Services - Driving While Intoxicated Enforcement Program 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.

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 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
DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM

THIS AGREEMENT made this 1st day of January 2014, by and BETWEEN:
THE Lakewood, a municipal corporation of the State of New Jersey, having its offices located at 271 3rd St., 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, resolution of the Township of Lakewood dated 10/13/13, 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.

SHARED SERVICES AGREEMENT

DRIVING WHILE INTOXICATED ENFORCEMENT 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 **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 officer's Municipality at the rate of fifty five (\$55.00) per hour for their performed hereunder. It is the responsibility of the individual officer's Municipality 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 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.

SHARED SERVICES AGREEMENT

DRIVING WHILE INTOXICATED ENFORCEMENT PROGRAM

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.

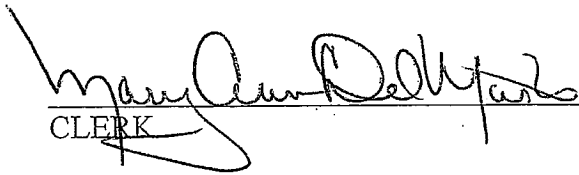
11. **ENTIRE AGREEMENT,** This Agreement contains the entire Agreement between the parties and no modification hereof shall be effective unless in writing, signed by the party to be charged therewith. This Agreement shall supersede any other understanding or correspondence that may have been exchanged 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:



Majorie Liblorn

OCEAN COUNTY PROSECUTOR'S OFFICE:

By: 

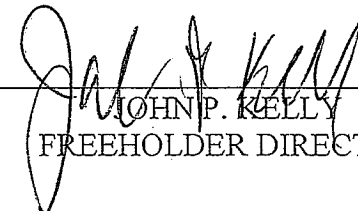
JOSEPH D. CORONATO
COUNTY PROSECUTOR

ATTEST:



BETTY VASIL, CLERK

COUNTY OF OCEAN:

By: 

JOHN P. KELLY
FREEHOLDER DIRECTOR

RESOLUTION OF THE TOWNSHIP OF
LAKEWOOD, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING A SHARED
SERVICES AGREEMENT WITH THE COUNTY OF
OCEAN FOR "THE DRIVING WHILE
INTOXICATED GRANT 2014"

WHEREAS, the *Driving While Intoxicated Grant* 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 Driving While Intoxicated Program receives funding from the State of New Jersey and County of Ocean; and

WHEREAS, the Prosecutor's Office and the Township of Lakewood ("Township") have determined it to be in their mutual interest for the Township to designate certain police officers to be assigned to Driving While Intoxicated 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 Township wishes to enter into a Shared Services 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 to the Driving While Intoxicated Program.

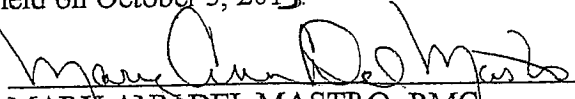
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Lakewood, County of Ocean, State of New Jersey:

1. The Township of Lakewood is hereby authorized to enter into and execute a Shared Services Agreement with the County of Ocean for the Driving While Intoxicated Program.
2. That the Mayor is authorized to execute and the clerk to attest to the proposed form of Shared Services Agreement aforesaid.
3. The term of the Agreement shall be January 1, 2014 and shall continue in full force and effect until December 31, 2014.
4. That the Township Clerk shall forward a certified copy of this Resolution to the following:

- A. Municipal Manager
- B. Chief of Police
- C. Ocean County Prosecutor's Office

CERTIFICATION

I, Mary Ann Del Mastro, Township Clerk of the Township of Lakewood, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at its meeting held on October 3, 2013.



MARY ANN DEL MASTRO, RMC
Township Clerk