

RESOLUTION 2026-343

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE OCEAN COUNTY PROSECUTORS' OFFICE FOR THE PARTICIPATION IN A REGIONALIZED SWAT (OC SWAT) FINANCIAL POLICY

WHEREAS, the Barnegat Police Department and the Ocean County Prosecutors office participate in a Shared Service agreement for a regional SWAT program; and

WHEREAS, this policy establishes fiscal procedures governing the participation of municipalities in the Ocean County Regional SWAT ("OC SWAT") program, consistent with the OC SWAT Shared Services Agreement previously executed pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.); and

WHEREAS, this policy applies to all Qualifying municipalities and Law Enforcement Organizations participating in OC SWAT; and

WHEREAS, this policy is adopted under the authority of:

- The Ocean County Board of Commissioners
- The Ocean County Prosecutor's Office (OCPO)
- Executed Shared Services Agreements between the County and the Township of Barnegat; and

WHEREAS, the municipalities remain responsible for:

- Salaries
- Overtime
- Compensatory time

The county shall not directly compensate assigned officers. Scheduling shall be coordinated to ensure operational readiness.

WHEREAS, eligibility for compensation will be based on a Municipal Stipend program, as follows and funding will come from the County Law Enforcement Trust Fund and or Federal Law Enforcement Trust Fund;

Municipality must:

- Participate for 12 consecutive months, assign at least four officers at a stipend of \$10,000 plus \$1,500 per additional officers up to eight total; and

WHEREAS, funds shall be deposited into the municipalities Special Law Enforcement Trust Account; and

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

1. The Mayor and Clerk of the Township of Barnegat are hereby authorized and directed to enter into and execute a Shared Services Agreement with the Ocean County Prosecutors Office for the participation in a regionalized SWAT Financial Policy.
2. A copy of that agreement is on file and available for public inspection at the Township Clerk's Office.
3. This resolution shall take effect immediately upon passage.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 6th day of October 2026.

Donna M. Manno, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2026, by and **BETWEEN: THE TOWNSHIP OF _____**, a municipal corporation of the State of New Jersey, having its offices located at _____, 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 the Township of _____ dated _____, 2026, authorization was given to enter into a Shared Services Agreement with the County of Ocean for Police services – **Ocean County Regional SWAT** (hereinafter referred to as “OC SWAT”); and

WHEREAS the **OC SWAT** 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 **OC SWAT** receives funding from the Ocean County Board of Commissioners; 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 **OC SWAT**; and

WHEREAS the Prosecutor’s Office and the Municipality previously entered into a Shared Services Agreement regarding OCSWAT 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 all provisions therein remain unchanged: and

WHEREAS the Parties recognize the financial strain upon the local municipalities in agreeing to allow their officers to work overtime to participate in OCSWAT as well as the specialized training received by the participating in OCSWAT; 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 OC SWAT:** Upon request by the County, the Municipality shall designate those police officers to be assigned to the **OC SWAT** and shall provide the County with a list of those police officers.

2. **COMPENSATION:** The Municipality shall pay its police officers for their hours worked for the **OC SWAT** at their current salary to include all overtime and compensatory time. The Municipality shall be responsible for scheduling its police officer so that a reasonable number of officers based upon skill set are assigned to any callout or assignment.

3. **OC SWAT MUNICIPALITY PARTICIPATION STIPEND:** When a municipality participates in the **OC SWAT** for 12 consecutive months with four or more officers, that Township will receive a stipend of \$10,000 to be paid by the County from either the County Law Enforcement Trust Fund and/or the Federal Law Enforcement Trust Fund to the Municipality's Special Law Enforcement Trust Account. For each additional officer up to eight and for those departments that have less than four officers assigned, the County will allocate \$1,500 stipend to be paid by the County from either the County Law Enforcement Trust Fund and/or the Federal Law Enforcement Trust Fund to the Municipality's Special Law Enforcement Trust Account. Participation is defined as a Municipality having an officer assigned to the **OC SWAT** for twelve consecutive months

and participating in good faith. It is further agreed that, due to an injury or other situation(s), if agreed upon by the Municipality and the County, the Municipality can re-assign a different Police Officer(s) during the twelve-month period to satisfy the consecutive twelve-month participation requirement of this Shared Services Agreement.

4. **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.

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

6. **TERM:** This Agreement shall become effective on _____ and shall continue in full force and effect until _____.

7 **TERMINATION:** Parties to this Agreement may, by giving written notice to the other party, terminate this Agreement.

8. **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.

9. **VIOLATIONS OF RULES AND REGULATIONS OF MUNICIPAL POLICE DEPARTMENT:** The municipal 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 restricted from participation in OC SWAT.

10. **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 **OC SWAT** 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.

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

12. **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.

13. **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 written above.

ATTEST:

TOWNSHIP OF

MUNICIPAL, CLERK

BY: _____
MUNICIPAL, MAYOR

ATTEST: OCEAN COUNTY PROSECUTOR'S OFFICE

PROSECUTOR'S OFFICE
SECRETARY

BY: _____
BRADLEY D. BILLHIMER
OCEAN COUNTY PROSECUTOR

ATTEST: COUNTY OF OCEAN

MICHELLE I. GUNTHER, CLERK

BY: _____
FRANK SADEGHI
COMMISSIONER - DIRECTOR

