

**SHARED SERVICES AGREEMENT
BETWEEN THE TOWN OF PHILLIPSBURG
AND THE BOROUGH OF ALPHA
FOR THE TOWN OF PHILLIPSBURG TO PROVIDE POLICE
COVERAGE AND PROTECTION TO AND FOR THE
BOROUGH OF ALPHA PURSUANT TO N.J.S.A. 40A:65-1, et. seq.**

THIS INTERLOCAL SERVICES AGREEMENT (the "Agreement") is made on the 20th day of December, 2017 by and between the TOWN OF PHILLIPSBURG, County of Warren, a Municipal Corporation of the State of New Jersey, with offices located at 120 Filmore Street, Phillipsburg, New Jersey (08865), hereinafter referred to as "Provider" and the BOROUGH OF ALPHA, County of Warren, a Municipal Corporation of the State of New Jersey, with offices located at 1001 East Boulevard, Alpha, New Jersey (08865), hereinafter referred to as "Borough."

W I T N E S S E T H:

WHEREAS, it is deemed to be in the best interests of the residents of Provider and Borough to enter into a contract pursuant to N.J.S.A. 40A:65-1, *et seq.* (the "Uniform Shared Services and Consolidation Act" hereinafter, the "Act") to enable Provider to afford protection and coverage through Provider's Police Department to the Borough; and,

WHEREAS, by Resolution No. 2017-153 adopted on 12/12/17, 2017, the Borough authorized entry into the within Agreement between the parties; and,

WHEREAS, by Resolution No. 2017-263 adopted on 12-19-2017, 2017, Provider authorized entry into the within Agreement between the parties; and,

WHEREAS, the Borough wishes to ensure the safety and welfare for its residents by having police protection and continuous coverage on a 24-hour per day, 7-day per week basis, which is economical, safe and prudent; and,

WHEREAS, the Act permits and provides a mechanism for contracting between local units such as the Provider and the Borough for police coverage and protection by entry into a Shared Services Agreement; and,

WHEREAS, the Provider has in place a police department that is qualified and able to provide the Borough's police coverage and protection in accordance with the terms set forth herein; and,

WHEREAS, the Provider and the Borough wish to memorialize herein their Shared Services Agreement for the provision and funding of Provider's rendering police coverage and protection to Borough on a full-time basis in lieu of Borough's having its own police department in accordance with the Act; and,

NOW, THEREFORE, the Provider and Borough in consideration of the mutual promises and covenants herein set forth, agree as follows:

1a. The Provider does hereby agree to provide professional police protection and coverage to Borough as set forth in this agreement, on a 24-hour, 7-day per week basis, in consideration of the following payments by the Borough to Provider:

2018 \$425,000

2019 \$425,000

2020 \$425,000

2021 \$425,000

2022 \$425,000

The respective annual payments shall be made by the Borough to the Provider in equal quarterly installments on the fifteenth day of each tax calendar quarter in each respective year during the term hereof.

1b. The term hereof shall be for five (5) years, commencing on January 1, 2018.

1c. The Provider, as agent for the Borough, shall assume all responsibility for police protection and coverage in and for the Borough. All rules and regulations pertaining to Provider's police department shall be promulgated and enforced by the Provider. Specifically excluded from the law enforcement services provided hereunder are, without limitation, school crossing guard services.

2. The Provider shall have full powers of performance and maintenance of the police coverage and protection services and full powers to undertake any ancillary police operations necessary or convenient to carry out its duties, obligations and responsibilities under this agreement including all powers of enforcement and administrative regulation applicable in the Borough. However, no rule or regulation shall be established which shall in any way differentiate between the police protection and coverage provided to the Provider and to the Borough, nor shall any policy, written or unwritten, be made which shall in any way provide unequal police protection. The Provider's police protection and coverage shall be the same in all manners and respects for the Provider and the Borough

3a. The Provider shall annually budget adequate and sufficient monies or funds for professional police protection and coverage for the Provider and for the

Borough for the term of this agreement, and Provider agrees to present the budget to the Borough on an annual basis.

3b. Notwithstanding the provisions of Paragraph 3a above, in the event the United States or the State of New Jersey enacts legislation which mandates police services or equipment beyond the scope of police services or equipment currently required by law, the parties agree to negotiate in good faith on the supplemental compensation due to the Provider to offset the Borough's share of such increased costs. In the event the parties cannot agree on the terms of an amendment to this agreement to cover the supplemental compensation, the matter shall be submitted to binding arbitration in the manner prescribed by Paragraph 5a below.

In the further event that the Borough requests additional law enforcement services which are clearly not contemplated by the Provider at the present time, and which would also result in a substantial increase in the Provider's cost due to the purchasing additional equipment, the hiring of additional personnel, the provision of additional patrols on a permanent basis, and/or the addition of foot or bicycle patrols on a regular basis, the parties may agree to adjust the services provided so long as the Borough pays the actual costs incurred by the Provider in providing the additional services.

4a. This agreement shall be effective and performance of police coverage and protective services provided for herein shall commence at 12:00 a.m. on January 1, 2018 subject to: (1) adoption of final Resolution(s), which Resolution(s) shall clearly identify this Agreement by reference but need not set forth the terms of the agreement in full; (2) full execution of this agreement by all parties; and (3) the Provider's receiving written

confirmation from the Borough that the Borough has met all statutory and/or regulatory requirements.

4b. In the event that either party seeks to terminate this agreement, said party shall provide at least one (1) year's written notice in advance of the date of the termination. In the event that either party does not wish to renew this agreement, said party shall provide at least one (1) year's written notice in advance of the December 31, 2022 end date. Should the parties not give such notice then they are bound to commence good faith negotiations for the renewal of this agreement on or about September 1, 2022.

5a. The Provider's Chief of Police, who, under the Provider's form of government, has the duty and responsibility for control of Provider's police department, shall continue to have the duty and responsibility for said control and coverage as concerning the Borough. The Chief shall advise the Provider and the Borough immediately of any or all changes in police rules, regulations, or policy that could in any way materially affect police coverage or protection to the Borough or its residents and inhabitants as contracted for hereunder. In the event an objection is raised by the Borough respecting any such changes in police rules, regulations or policy, or there arises any other disputes or questions between the parties as to interpretation of the terms of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities contracted for hereunder, the Chief shall meet with the Mayors of the Borough and the Provider to resolve the matter. If the parties cannot then reach an agreement on such changes, disputes or questions, the parties agree to binding arbitration by a panel of three retired New Jersey Superior court judges, if available, to resolve such changes, disputes or questions. The New Jersey Rules of Evidence shall apply in any

arbitration necessitated under this Agreement, and the panel of arbitrators shall issue written findings of facts and conclusions of law in connection with any arbitration conducted. Notwithstanding the existence of a dispute as to any amount to be paid by the Borough to the Provider for payment of services performed by the Provider pursuant to this agreement, the Borough shall continue, pursuant to N.J.S.A. 40:8A-7, to make payments to the Provider in as set forth herein in paragraph 1a above until a final determination that the amount due was less than what was actually so paid, in which event the Provider shall forthwith repay the excess. In any arbitration proceedings brought pursuant hereto, in the event the arbitration panel finds one party to have been solely in default, the panel shall award costs and attorney fees to the prevailing party. In all other cases, the parties shall equally split the costs of the arbitration panel and proceeding and bear their own attorney fees.

In the event of a dispute as to the interpretation of the terms of this agreement or the satisfactory performance by any of the parties of the services and other responsibilities contracted for hereunder, the Provider shall be under a continuing obligation to provide police services as set forth herein pending resolution of the dispute. The Borough shall be entitled to injunctive relief and all other equitable and legal remedies to enforce this provision of the parties' agreement.

5b. The Provider's Chief of Police shall make himself available, at such reasonable times required by the Borough and directed by the Provider, for the purpose of providing status reports regarding police coverage and issues involving or affecting the Borough. Moreover, the Provider's Chief of Police or the Chief's designated

representative shall attend at least one public meeting a month for the purposes of interaction with the Borough residents.

6. The 24-hour per day, 7-day per week coverage shall ensure that the Borough of Alpha is designated as a specific zone of patrol that will receive equal police patrol as that provided to those in the Town of Phillipsburg. This will include the Borough being divided up into four sectors for the purposes of community policing and at least one officer dedicated to each sector for patrol for the purpose of community policing. Regarding the comprising of sectors, the Provider will present the Borough with a map showing the designated sectors as soon as possible following execution of this agreement. The Provider's police duties and responsibilities with respect to the zone or district shall include duties or responsibilities that are similarly offered and/or provided to the Town of Phillipsburg as part of the standard police duties and responsibilities. If at any time the Borough requests an officer to be assigned to cover a particular event, then the Borough shall be responsible for any over-time incurred in the providing of said services. The Provider shall coordinate and provide off-duty "special event coverage," including construction detail and sporting, scholastic or special events in the Borough on the same terms as is provided in the Town of Phillipsburg, and the Provider shall be responsible for scheduling, billing, collection and payment for such services.

By way of further explanation, police coverage from the Provider shall include, but not be limited to the following:

- All educational services offered and provided by the Provider to the Borough of Alpha, including but not limited to DARE and any PAL created in the future;

- All other police patrol functions, including but not limited to fire department and first aid squad assist, initial investigations of crimes and offenses, motor vehicle accident investigations and reporting, DUI/DWI roadblocks or checkpoints, alcotest machines and operators, at the same level as provided to the Town of Phillipsburg and proportional to the respective geographic areas, populations and police-related incidents;
- All services related to domestic violence incidents, including but not limited to matron service and a domestic violence response team;
- All detective and investigative services at the same level as provided to the Town of Phillipsburg, including but not limited to crime scene investigations, criminal complaint intakes interviews, investigations and charging, background checks on current or prospective Borough employees and mercantile license applicants, fingerprinting and evidence identification and storage for cases commencing at the conception of this agreement; and
- The necessary participation and attendance in court proceedings in connection with charges, summonses and other enforcement actions in the Borough's municipal court, including discovery and court attendance at the same level as provided to the Town of Phillipsburg municipal court. The Borough shall elicit, to the extent permissible, the cooperation of the Borough's municipal court in coordinating the scheduling of court sessions.

7. The Provider shall be solely responsible, financially and otherwise, for providing adequate and safe dispatching and 911 calling systems, including the Warren County 911 Center. The Provider shall be solely responsible, financially and otherwise, for providing adequate safe dispatching for all police vehicles in the police services and 1/2 of the general dispatch fee paid by the Borough of Alpha to the County of Warren, if agreed upon in writing by both parties. Specifically excluded from the Providers' dispatching responsibilities are dispatching of first aid, fire department, department of public works, office of emergency management and any and all other municipal dispatching services which remain the sole responsibility of the Borough, which shall utilize the County 911 services.

The Provider will coordinate with the Borough's fire department and local rescue/emergency units to ensure safe and proper 911 operations. There shall be no qualitative difference in the manner by which 911 calls are handled for the Town of Phillipsburg versus how they are handled for the Borough of Alpha.

8. Nothing herein shall be deemed to affect the Borough's keeping its own municipal court operation at the Borough's municipal building or any other place as agreed upon amongst the parties. Further, nothing herein affects the Borough's having its own judge, prosecutor, public defender, court administrator, and staff. Court sessions shall continue as currently scheduled subject to the current Court Shared Service Agreement unless changed by the judge or court administrator, as may be permitted by applicable statute, regulation or ordinance. While rendering the aforesaid services within the Borough, the Provider shall issue summonses for violations of state law and municipal ordinances that shall be returnable in the Borough's municipal court as

appropriate. Violations of state law and municipal ordinances occurring within the Provider's municipality shall be returnable in Provider's municipal court as appropriate.

9. The Provider shall be solely responsible for any and all liability insurance, worker's compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, any and all other expenses related to employee compensation or benefits and the training, hiring, firing and discipline of police personnel and staff, including all incidental expenses and costs that accompany same. The Provider agrees to annually provide proof of said insurance coverages to the Borough to the Borough Clerk's attention.

10. The Provider and the Borough agree that there will no assignment of their respective rights or obligations under this agreement, unless agreed to in writing by both parties and with proper official public action.

11. The Provider's police chief, with the assistance of other members of the Provider's police department who may be detailed for that purpose, will submit a monthly report on police activity within the Borough utilizing the same format as submitted to the Provider in accordance with New Jersey law. The Borough may from time to time require additional information from the police department. The Borough may request the additional information from the Provider who will review the request and direct the police department accordingly.

11a. Neither party shall be liable for any negligent, reckless or intentional acts or omissions of the other and each shall indemnify, defend and hold the other harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in

rendering the law enforcement services set forth in this agreement. Such indemnification shall include payment of reasonable attorney fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

11b. It is recognized and understood that the Provider and the Borough participate in same or similar insurance pool. Final approval of this agreement by the Provider and the Borough is subject to each obtaining assurance of coverage by their respective insurance representatives and that each will name the other as additional insured on any insurance policies it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this agreement. In the event either the Provider or the Borough ceases to participate in the same insurance pool, such party shall provide alternative insurance comparable to that and subject to the reasonable approval of the other party.

12. The Town of Phillipsburg police department shall be under the exclusive authority and control of the Provider. The Borough shall not provide any direction or instruction to or discipline or reprimand any member of the Town of Phillipsburg police department. All complaints, instructions, requests or other lines of communication shall be through the Town of Phillipsburg Police Chief or Mayor and/or Administrator. The Borough shall further designate one of its councilpersons together with its Mayor, as its representative for all communications with the Provider regarding the provision of law

enforcement services under this agreement. Nothing contained in this section shall prevent the designated councilperson or Mayor from the Borough from contacting the Chief of Police or his/her designee with information or suggestions regarding law enforcement problems.

13. The Provider shall retain the right, throughout the duration of this agreement, to increase or decrease its staffing levels as it deems appropriate to meet its needs, provided that no such changes in staffing alter any of the obligations of either party under this Agreement.

14. The consideration paid by the Borough to the Provider shall remain fixed in the amounts set forth on Paragraph 1a. above. The Provider shall be precluded from making any "charge-backs" or similar invoicing to the Borough for any overtime required to meet the obligations of the Provider as provided for herein, except for coverage as described in paragraph 6 above, which shall require notice and Borough approval through official action.

15. The Borough shall not be responsible for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by a party or agent thereof unless such part or share is provided for in the contract or in an amendment thereto only after having been ratified by the Borough and Provider in the manner by which this agreement was ratified. Thus, the Borough is solely obligated to the Provider for the payments in paragraph 1 (a) above.

16. The Provider will be responsible for all equipment, vehicles, facilities, infrastructure and all other items necessary to effectuate and maintain quality policing

services to the Borough, including any and all maintenance of same, consistent with all applicable federal and state laws and customary policing norms.

17. The Borough shall provide to the Provider a current street map for the Borough, updated periodically as necessary, and shall further post and maintain all street signs in the Borough. The Borough will furnish the Provider with a complete copy of the Borough's Municipal Code for use in enforcing the Borough's local ordinances, and will provide ongoing supplements, as necessary.

18. This agreement represents the entire agreement between the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.

19. If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

20. Any dispute under this Agreement or related to this agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

21. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

22. Upon the adoption of a resolution pursuant to the Uniform Shared Services and Consolidation Act, a copy of such resolution, this contract, and any other

pertinent information shall be forwarded to the Department of Community Affairs, Local Government Services.

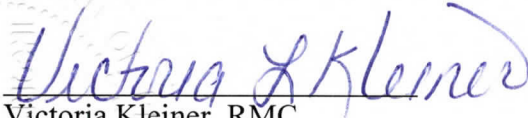
23. As part of this Agreement, the Town of Phillipsburg agrees to assume monies held by the Borough in its current funds for Drunken Driving Enforcement in the amount of \$848.40 and Body Armor Replacement in the amount of \$378.19 to be applied to Phillipsburg's funds for the same reasons and subject to the same guidelines to which the Borough was subject.

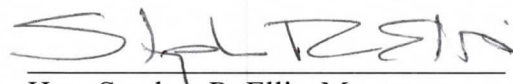
24. A copy of this Agreement shall be open to public inspection at the offices of the local units immediately after passage of a resolution to become a party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks/administrators the day and year first above written.

ATTEST:

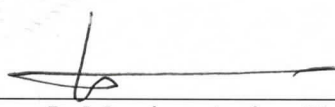
TOWN OF PHILLIPSBURG

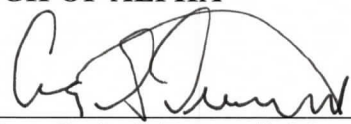

Victoria Kleiner, RMC

By: 
Hon. Stephen R. Ellis, Mayor

12-20-17

BOROUGH OF ALPHA


Donna L. Messina, Acting Clerk

By: 
Hon. Craig S. Dunwell, Mayor