

**INTERLOCAL SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF WOOLWICH
AND THE BOROUGH OF SWEDESBORO
FOR THE TOWNSHIP OF WOOLWICH TO PROVIDE POLICE COVERAGE AND
PROTECTION TO AND FOR THE BOROUGH OF SWEDESBORO**

This INTERLOCAL SERVICES AGREEMENT (the “Agreement”) is made this _____ day of _____, 2009 by and between the Borough of Swedesboro, County of Gloucester, a municipal corporation in the State of New Jersey, with offices located at 1500 Kings Highway, P.O. Box 56, Swedesboro, NJ 08085, hereinafter referred to as “Borough”, and the Township of Woolwich, County of Gloucester, a municipal corporation of the State of New Jersey, with offices located at 120 Village Green Drive, Woolwich, NJ 08085, New Jersey, referred to as the “Provider.”

WITNESSETH

WHEREAS, it is deemed to be in the best interests of the residents of the Township of Woolwich (Provider) and the Borough (Swedesboro) to enter into a contract pursuant to N.J.S.A. 40:8A-1, *et seq.* (the “Interlocal Services Act”) to enable Provider to afford protection and coverage through Provider’s Police Department to the Borough and

WHEREAS, by Resolution No. _____ adopted on _____ and Resolution No. _____ adopted on _____ the Borough and Provider authorized entry into the within Agreement between the parties

WHEREAS, the Borough of Swedesboro wishes to ensure the safety and welfare of 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 Interlocal Services 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 an Interlocal 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;

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

WHEREAS, the Borough has determined that its residents will be provided with substantially enhanced and increased public safety and police protection services at a significant savings by entering into this Agreement with the Provider, and therefore has chosen to eliminate and dissolve (and expressly not “merge”) its existing Police Department.

WHEREAS, the Provider has determined that its residents will be provided with substantially enhanced and increased public safety and police protection services at a significant savings by entering into this Agreement with the Borough.

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

1. (a) 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:

- (1) June 1, 2009; \$212,000.00 bal. of 2009 with Equipment Credit
- (2) January 1, 2010; \$477,000.00
- (3) January 1, 2011; \$505,620.00
- (4) January 1, 2012; \$535,957.20
- (5) January 1, 2013; \$568,114.63
- (6) January 1, 2014; \$602,201.51

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, except that the initial quarterly payment shall be made on full execution of this Agreement by all parties and the amount of such initial payment shall be adjusted and apportioned pro rata as of the date of the initial payment.

- (b) The initial term hereof shall be for Five Years, Seven Months, commencing upon the effective date of this Agreement which is set forth in 4(a) below.
- (c) 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. Police training shall be the responsibility of the Provider. Provider will be responsible for Administration of Crossing Guard Services with payment being made to the Crossing Guards by Provider (Transfer of Administration of Crossing Guards to be effective 7/1/09).
- (d) It is acknowledged that the Provider is applying for up to 3 "COPS More" grants. If any of these grants are obtained, Borough and Provider hereby agree to split the cost of these additional officers 75%/25%. Under this grant program the officers salaries are paid for by the grant until the officers fourth year with Provider. Borough agrees to pay 25% of the cost of any officers obtained pursuant to this grant. Borough and provider further agree that the cost for one officer is set at \$83,299.00 and said cost shall increase pursuant to this Agreement by 6% each year.

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 regulations 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.
3.
 - (a) 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.
 - (b) Notwithstanding the provisions of Paragraph (a) of this Section 3, in the event the United States or the State of New Jersey enact 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. 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 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 of Swedesboro pays the actual costs incurred by the Provider in providing the additional services.
4.
 - (a) This Agreement shall be effective and performance of police coverage and protective services provided for herein shall commence at (12:00 a.m.) on June 1, 2009 subject to: (1) Adoption of final Resolutions or Ordinances, if required, by the Provider and the Borough approving the execution of this Agreement; (2) full execution of this Agreement by all parties; and (3) the Provider receiving written confirmation from the Borough that the Borough has met all statutory and/or regulatory requirements needed to dissolve the Borough's existing Police Department.
 - (b) In the event that either party seeks to terminate this Agreement, said party shall provide at least 180 days' written notice in advance of the date of the termination, except that the Agreement may not be terminated prior to January 1, 2014 absent a showing of good cause. In the event that either party does not wish to renew this Agreement, said party shall provide at least one year's written notice in advance of the December 31, 2013 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 April 1, 2013.

5. (a) 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, or their assigned representative, 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 (3) retired New Jersey Superior Court Judges 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 of Swedesboro to the Provider for payment of services performed by the Provider pursuant to this Agreement, the Borough of Swedesboro shall continue, pursuant to N.J.S.A. 40:8A-7, to make payments to the provider in as set forth herein in paragraph 1(a) herein until a final, unappealable 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 attorneys' 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 attorneys' fees.

Provider's Police Department will provide regular updates (at a minimum quarterly) to the Borough regarding Police services. It will be Boroughs responsibility to communicate any and all information regarding Police services to its residents.

In the event of a dispute as to 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.

- (b) 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.

6. The 24-hours per day, 7-day per week coverage shall ensure that the Borough of Swedesboro is designated as a specific zone or zones of patrol that will receive equal police patrol as that provided to those in the Township of Woolwich. The provider's police duties and responsibilities with respect to the zone or district shall include, but not be limited to, funerals; marches; pickets; protests; community policing; contests, fairs, shows, performances and the like; and such other events, duties or responsibilities that are similarly offered and/or provided to the Township of Woolwich. The Provider shall coordinate and provide off-duty "special event coverage", including construction detail and sporting or special events in the Borough of Swedesboro on the same terms as provided in the Township of Woolwich 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:

- All educational services offered and provided by the Provider to the Borough, including, but not limited to DARE;
- All other police patrol functions, including, but not limited to, Fire Department and First Aid Squad, assists, initial investigations of crimes and offenses, motor vehicle accident investigations and reporting, DUI roadblocks, breathalyzer machines and operators, at the same level as provided to the Township of Woolwich and proportional to the respective geographic areas, populations and police related incidents;
- All services related to domestic violence incidents, including, but not limited to a Domestic Violence Response Team;

All detective and investigative services at the same level as provided to the Township of Woolwich, including, but not limited to, crime scene investigations, criminal complaint intakes, interviews, investigations and charging, background checks on current or prospective Borough of Swedesboro employees, fingerprinting, and evidence identification and storage for cases commencing at the inception of this Agreement.

This Agreement imposes no requirement that provider maintain a police substation within the boundaries of Borough. Provider and Borough agree to cooperate should Provider require a substation or any other type of facility within Borough (for example storage).

7. For additional consideration of \$50,000 hereunder, the Borough of Swedesboro shall provide, transfer and convey to the Provider all right, title and interest of the Borough of Swedesboro in the equipment and personally identified on the "Equipment List" attached hereto as Exhibit A. The \$50,000 payment

will be reflected as a credit in Boroughs 2009 payment. The Provider shall be solely responsible for all future costs associated with any and all capital expenditures needed to maintain and/or upgrade its police force and other general operating expenses of a day-to-day nature, This is consistent with the objective of this Agreement, that the Borough of Swedesboro is disbanding its existing police force and engaging the Provider to provide police coverage consonant with an inter-municipal agreement for services.

8. The Borough of Swedesboro shall disband, dissolve and/or eliminate its Police Department, as permitted by applicable statute and/or regulation including N.J.S.A. 40:8A-6.1, for reasons of economy and efficiency. A listing of inventory, items and equipment to be transferred by the Borough of Swedesboro to the Provider under and as of the effective date of this Agreement is annexed hereto as Exhibit "A."
9. The Provider shall be solely responsible for 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 from the effective date of this agreement. Borough is responsible for all of the above for all dates prior to the effective date of this agreement.
10. The Provider and the Borough of Swedesboro agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed 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 of Swedesboro utilizing the same format as submitted to the Provider in accordance with New Jersey Law. The Borough of Swedesboro may from time to time, require additional information from the Police Department. The Borough of Swedesboro may request the additional information from the Provider, who will review the request and direct the police department accordingly.
- 12.(a) 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's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.
 - (b) It is recognized and understood that the Provider and Borough participates in the Joint Insurance Fund (JIF). Final approval of this Agreement by the Provider and the Borough of Swedesboro is subject to each obtaining assurance

of coverage by their respective insurance carriers and that each will name the other as additional insured on any appropriate insurance policies it separately maintains. Provider will name Borough as additional insured for General Liability and Police Professional Liability only. Borough will name Provider as additional insured for General Liability. 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 the Provider ceases to participate in the JIF, such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party. In the event the Borough changes insurance carriers, the borough shall provide alternative insurance comparable to what is in place as of the date of this Agreement and is subject to Provider's reasonable approval.

13. The Woolwich Police Department shall be under the exclusive authority and control of the Provider. The Borough of Swedesboro shall not provide any direction or instruction to or discipline or reprimand any member of the Woolwich Township Police Department. All complaints, instructions, requests or other lines of communication shall be through the Township of Woolwich Mayor and/or Administrator, or such other chief administrative officer as may be designated from time to time. The Borough of Swedesboro shall further designate one of its Councilpersons together with its Mayor, and/or the assigned representative, 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 of Swedesboro from contacting the Chief of Police or his/her designee with information or suggestions regarding law enforcement problems so long as the Woolwich Township Mayor or Administrator is made aware of every such contact and the substance thereof. However, it is strongly encouraged that Borough's representatives make all requests through Provider's designated contact.

14. The Provider and the Borough of Swedesboro agree to cooperate, seek and share, if required, any and all financial benefits), aid, funding, tax relief, credits, and the like available from other government units or entities, including the United States of America, the State of New Jersey, New Jersey's Regional Efficiency Aid Program (REAP), and/or the County of Gloucester, as a result of this shared services Agreement and the parties agree to make any written submissions and to execute any documents required in connection with the foregoing.

15. Provider shall provide 24-hour per day 7-day per week coverage law enforcement services to the Borough of Swedesboro as provided herein. However, 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. The parties hereto expressly intend and recognize that this agreement does not provide for the "joint provision of law enforcement services," as contemplated by N.J.S.A. 40A:8A-6.1. As a result thereof, the Provider shall not be responsible for the police officers presently employed by the Borough of Swedesboro. The Borough of Swedesboro further agrees to indemnify, defend and hold the Provider harmless from and against any and all claims of the current Borough of Swedesboro police officers. Such indemnification shall apply to

any and all costs incurred by the Provider including, without limitation, the payment of any additional wages or damages to any of the Borough of Swedesboro police officers.

16. The consideration paid by the Borough of Swedesboro to the Provider shall remain fixed in the amounts set forth on Paragraph 1. (a) Above. The Provider shall be precluded from making any “charge-backs” or similar invoicing to the Borough of Swedesboro for any overtime required to meet the obligations of the Provider as provided for herein
17. The parties 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 which shall have been ratified by the contracting parties in the manner by which this Agreement was ratified.
18. The Borough of Swedesboro agrees to indemnify and hold the Provider and Township of Woolwich, its officials, directors, officers, attorneys, representatives, employees, agents, and legal assigns or successors harmless from and against any employment-related claims, suits, grievances or liability attributable to any hiring of any presently or previously employed police officers of the Borough of Swedesboro. The Borough of Swedesboro shall pay all costs and reasonable attorney's fees in any such defense of such claims, lawsuits, allegations, cross-claims, third-party claims, demands, liens for payment, and other legal actions.
19. The Borough of Swedesboro shall provide to the Provider current street map for the Borough of Swedesboro, updated periodically as necessary, and shall further post and maintain all street signs in the Borough of Swedesboro. The Borough of Swedesboro will furnish the Provider with 3 complete copies of the Borough of Swedesboro's Municipal Code upon codification for use in enforcing the Borough of Swedesboro's local ordinances, and will provide ongoing supplements as necessary.
20. 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.
21. 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.
22. 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.

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 the day and year first above written.

ATTEST:

BOROUGH OF SWEDESBORO

MAYOR THOMAS FROMM

DOLORES CONNORS, CLERK

ATTEST:

TOWNSHIP OF WOOLWICH

JANE DI BELLA, CLERK

MAYOR GIUSEPPE CHILA

EXHIBIT "A"

Property and Equipment to be Transferred

1. Firearms, ammunition, gun cleaning_kits, and firearm related equipment.
2. Body armor/bullet-proof vests.
3. Police uniforms and related accessory equipment, including, without limitation, boots, belts, holsters, handcuffs, mace, batons.
4. Portable communication devices, including walkie talkies and emotes.
5. Detective division investigatory/crime scene equipment, including, without limitation, fingerprint kits, cards, pads etc...
7. Law enforcement Manuals, books, regulations, guidelines, etc...

Vehicles

Provider shall assume title on any or all of the following vehicles currently utilized by the Borough's Police Department:

- A.
- B.
- C.
- D.

In the event Provider shall assume the lease obligations on any of the above vehicles, Borough shall transfer and convey with each vehicle so assumed, all accessory equipment installed thereon, including, without limitation, lights, light bars, strobes, wig wags, MDT's, repeaters, cages, radar guns/units, and Mobile Vision Camera and Recorder.