

RESOLUTION 09-170
TOWNSHIP OF WASHINGTON, COUNTY OF WARREN
STATE OF NEW JERSEY
INTERLOCAL SERVICE AGREEMENT BETWEEN
WASHINGTON TOWNSHIP (WARREN COUNTY)
AND OXFORD TOWNSHIP

WHEREAS, the Township of Oxford wishes to ensure the safety and welfare of its residents by providing police protection which is professional, comprehensive and affordable; and

WHEREAS, the Township of Washington has a Police Department that is close by, qualified and able to provide such protection to the Township of Oxford; and

WHEREAS, the sharing of police protection services will benefit both the Township of Washington and the township of Oxford by increasing the efficiency and decreasing the costs of those services; and

WHEREAS, the parties have agreed that the Township of Washington will provide law enforcement services to the Township of Oxford in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* and the terms and conditions outlined in the attached Shared Services Agreement; and

WHEREAS, that both the Township of Washington and Township of Oxford have approved this agreement pending the successful receipt of funds from the State Department of Community Affairs S.H.A.R.E. Implementation Grant.

NOW, THEREFORE BE IT RESOLVED, that the Township of Washington and the Township of Oxford will hereby execute the attached Shared Services Agreement pending the successful receipt of grant funding from the State Department of Community Affairs S.H.A.R.E. Implementation Grant Program.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Township of Washington approves this resolution and will execute the attached Shared Services Agreement pending the successful passage of the same Shared Services Agreement by the Oxford Township Committee and receipt of a letter of agreement from Lieutenant Charles Lilly.

Adopted: December 15, 2009

Certification:

I, Mary Ann O'Neil, Clerk of the Township of Washington, County of Warren, do hereby certify that the forgoing is a true and exact copy of the resolution adopted by the Township of Washington Committee on December 15, 2009.

Mary Ann O'Neil RMC/CMC/MMC
Township Clerk

INTERLOCAL SERVICE AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT made this 15th day of December, 2009 by and between **THE TOWNSHIP OF WASHINGTON** (“Washington”) made this 15th day of December, 2009, a municipal corporation in the County of Warren, State of New Jersey with offices at 211 Route 31 North, Washington, New Jersey 07882 and the **TOWNSHIP OF OXFORD** (“Oxford”), a municipal corporation in the County of Warren, State of New Jersey with offices at 11 Green Street, Oxford, New Jersey, 07863.

WITNESSETH:

WHEREAS, Oxford Township wishes to ensure the safety and welfare of its residents by providing police protection which is professional, comprehensive and affordable; and

WHEREAS, the Township has a Police Department that is close by, qualified and able to provide such protection to Oxford Township; and

WHEREAS, the Township is willing to provide law enforcement services to Oxford Township; and

WHEREAS, the sharing of police protection services will benefit both Oxford Township and Washington Township by increasing the efficiency and decreasing the costs of those services; and

WHEREAS, the parties have agreed that the Washington Township will provide law enforcement services to Oxford township in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1 *et seq.* (“the Shared Services Act”) and terms and conditions of this agreement; and

WHEREAS, notwithstanding the fact that the Washington Township will provide law enforcement services to Oxford Township, the Oxford’s current Police Department will remain until February 1, 2010 12:01 a.m. whereupon the Oxford Police Department will be abolished; and

WHEREAS, the Township of Oxford has approved this Agreement pursuant to **RESOLUTION 2009-98** and the Township has approved this Agreement pursuant to **RESOLUTION 09- 170**.

NOW, THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SERVICES

- A. Washington agrees to provide police officers and equipment to render police services to Oxford on a 24-hour, 7-day per week basis. Such services shall be provided under the sole and exclusive direction of the Washington Township Chief of Police. All rules and regulations pertaining to the Township’s police department shall be promulgated and enforced by Washington.
- B. The 24-hours per day 7-days per week coverage shall ensure that Oxford is designated as part of a specific zone of patrol and has one officer assigned to that zone of patrol. The provider’s police duties and responsibilities with respect to patrolling Oxford shall include, but are not

limited to: general patrols, response for general service calls, all part one (1) and part two (2) offenses identified under the Uniform Crime Report (UCR), all police/fire/medical emergencies, all traffic related issues, all offenses covered by New Jersey Fish and Game laws; and the like. Washington shall coordinate and provide off-duty “special event coverage”, including construction details and sporting and special events coverage in Oxford as provided on the same terms as is provided Washington. Washington shall be responsible for scheduling, billing, collection and payment of the officers for such services; however special events coverage will be an additional charge to Oxford at the Township of Washington’s contractor’s rate

- C. By way of further explanation, police services provided by Washington shall include, but not be limited to:
- (1). All police patrol functions, including but not limited to, property checks vacant home checks, burglar/fire alarms, Fire Department and First Aid Squad assists, initial investigations of crimes and offenses, radar enforcement, motor vehicle accident investigations and reporting, DUI roadblocks, alcohol breath test machines and operators, at the same level as provided to the Township of Washington but proportional to the respective geographic areas, populations and police related incidents;
 - (2). All services related to domestic violence incidents, including, but not limited to matron services, and a domestic violence response team;
 - (3). All detective and investigative services at the same level as provided to the Township of Washington, including, but not limited to, crime scene investigations, criminal complaint intakes, interviews, investigations and charging, background checks on current and prospective Oxford Township employees, fingerprinting and evidence identification and storage for cases commencing after the inception of this agreement; and
 - (4). Participation and attendance at court proceedings in connection with charges, summonses and other enforcement actions.
 - (a) Washington 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 of administrative regulations applicable in the Township of Oxford.
 - (b) The Washington Township Chief of Police, with the assistance of other members of Washington Township’s Police Department who may be detailed for that purpose, will submit a monthly report. Oxford may time to time request additional information from the Chief of Police, who will review the request and direct the police department accordingly.
 - (5). Washington shall be required to enforce all regulations identified in the revised General Ordinances of Oxford as applicable. If/When ordinances are created and/or amended, Washington shall promptly receive updated copies for their records.

2. TERM

The term of this agreement shall commence as of the first day of February, 2010, and shall continue for a term of seven (7) years until December 31st, 2016, unless terminated sooner pursuant to **Section 7** below. The parties may agree in writing to renew this agreement at the expiration of its initial term for an additional five (5) years. The terms of the Agreement may be renegotiated for the renewal term. Notice of intent to renew must be provided no later than eighteen (18) months prior to the expiration of the initial term of this agreement.

3. CONSIDERATION

A. In consideration for providing the law enforcement services set forth herein, Oxford shall pay to Washington the following per annum amounts (the “service fee”):

2010 - \$477,000.00
2011 - \$550,000.00
2012 - \$580,000.00
2013 - \$620,000.00
2014 - \$800,000.00 - (5 officers)
2015 - \$840,000.00 - (5 officers)
2016 - \$890,000.00 - (5 officers)

The cost for police services listed above (in this ISA) shall be for those services provided by Washington to Oxford and are separate from any costs associated with providing police services to the Borough of Washington.

All of the above annual amounts shall be paid in equal quarterly installments due: January 15, April 15, July 15 and October 15 of each year during the term.

Oxford Township shall pay to Washington Township the pension costs incurred due to the salaries paid to the three Oxford Township Police Officers hired by Washington Township under the terms of this agreement. Oxford Township shall pay to Washington Township the pension costs incurred due to the salaries paid to any additional officers hired to provide coverage to Oxford Township or for officers hired to replace any of the three Oxford Township Police Officers hired under the terms of this agreement or their successors.

B. Washington shall hire a total of four (4) officers to provide law enforcement services to Oxford, as stated in this Agreement. The four (4) officers hired according to this agreement shall be in addition to the twenty four (24) officer minimum stated in the ISA previously entered into between the Borough of Washington and the Township of Washington.

Additionally, in the fifth year of this Agreement (2014) Washington shall hire a fifth officer for the purpose of handling added call volume and dealing with increased population in Oxford.

The three current Oxford Township Police Officers who are being hired by Washington under the terms of this agreement shall **not** be considered a “new hire” for the purpose of receiving Washington Township Medical Benefits. Additionally under no circumstances shall any pre-existing health condition of any Oxford employee be reason for their health insurance being denied. This agreement shall also recognize and preserve the seniority, tenure and pension

rights of every full-time law enforcement officer who is employed by each of the participating local units and who is in good standing at the time of the resolution authorizing this agreement. Washington shall recognize years of service for Oxford employees with respect to all entitlements listed in the Collective Bargaining Agreement between the Township of Washington and Warren County PBA Local #280 once they become Washington Township employees.

Oxford employees with accrued sick time saved are permitted to carry over up to three hundred (300) hours to Washington, unless they have already been compensated for these hours by Oxford. Washington is not responsible for paying any Oxford Township Police employee any moneys or reimbursement for any accrued sick time (beyond the above mentioned 300 hours), accrued vacation or comp time owed by Oxford. Additionally, Washington is not responsible for any retroactive pay owed due to unsettled or recently settled contracts.

Washington does not plan to and will not promise to hire any civilian employees (secretary, police matron).

- C. Oxford shall turn over ownership to Washington, all police related equipment previously Belonging to Oxford as listed in schedule A (attached).
- D. 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 Washington to offset Oxford's share of such increased costs. In the event that the parties cannot agree on the terms of an amendment to this Agreement to cover the supplemental compensation, Washington shall have the option to terminate this Agreement on three hundred sixty (360) days notice to Oxford.

In the event Washington needs to purchase capital goods for the operation of its Police Department in order to provide services above-and-beyond the services required by Oxford, the cost of said purchase will be solely borne by Washington. If said purchase will be used to directly affect the services received by Oxford, then both Washington and Oxford shall share the cost, only if said purchase is agreed to in advance by both parties.

4. INDEMNIFICATION

Oxford shall not be liable for any negligent, reckless or intentional acts or omissions of the Township and the Township shall, indemnify and hold Oxford harmless from all losses, injuries or damage caused by the negligent, reckless or intentional acts or omissions of Washington or any of its respective employees or independent contractors in rendering the law enforcement services including any allegations against Oxford arising out of the provision of police services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against Oxford incident to such neglect, reckless or intentional acts or omissions. Washington is not obligated to indemnify Oxford if the acts or omissions are exclusively that of Oxford.

5. INSURANCE

Final approval of this Agreement by Washington and Oxford is subject to Washington

obtaining insurance coverage which shall include, without limitation, police professional liability, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limit and deductibles in the following minimum amounts:

Washington will cause Oxford to be named as an additional insured on all of the above policies on a primary non-contributory basis.

6. APPLICABLE LAW

Each party shall comply with all applicable laws pertaining to the provisions of law enforcement services including, without limitation to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

7. TERMINATION

Either party may terminate this Agreement for any reason provided that the party seeking the termination provides a written notice one (1) year in advance of the date of the termination, except that this Agreement may not be terminated prior to two years from the date of this Agreement without a showing of good cause.

8. REMEDIES

In the event either party defaults in the performance of any of its obligations under this Agreement and following thirty (30) days of prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available at law or equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonably be cured within such time period, providing the defaulting party is using reasonable diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs and expenses, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate this Agreement. In the event of termination by either party, Washington shall provide Oxford with law enforcement services for an additional period of one hundred eighty (180) days, and Oxford shall pay for those services under the terms of this agreement. In addition, following termination of service, the non-defaulting party shall be entitled to payment equal to a three (3) month period which the parties acknowledge is the reasonable estimate of damages that would be suffered by the non-defaulting party as a result of default.

9. CHAIN OF COMMAND

The Washington Township Police Department shall be under the exclusive authority and control of Washington. Oxford shall not provide any direction, instruction to, discipline or reprimand to any member of the Washington Township Police Department. All complaints, instruction and requests shall be made directly to the Chief of Police or his designee, unless the complaint concerns the Chief of Police. Oxford shall further designate a member of its governing body as its representative for all communications with Washington regarding the provision of law enforcement services under this Agreement. Nothing contained in this section shall prevent the designated Oxford Township representative from contacting the Washington Township Mayor with information or suggestions regarding law enforcement issues, provided the Township Chief of Police is informed of such contacts and the substance thereof. The Township of Washington agrees that the Chief of Police or his designee shall attend the meetings of the Oxford Township Committee when necessary.

The Township Chief of Police or his designee shall provide Oxford with a monthly report of police activity within Oxford.

Oxford may from time to time request additional information from the Chief of Police.

10. CHOICE OF LAW AND DISPUTE RESOLUTION

- A. All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted.
- B. Oxford and Washington shall endeavor to settle all disputes by mediation. Either party may initiate the mediation process by making a written demand for mediation upon the other party and by providing the names of three acceptable mediators. Within twenty (20) days of the date of demand for mediation, the other party must either accept one of the mediators recommended or submit its own list of three (3) mediators. If no mediator is mutually agreed upon within thirty (30) days of the initial request for mediation, then the party initiating the mediation request shall make application to the Vicinage Assignment Judge for the appointment of the mediator. Each party shall be equally responsible for the mediator's fees. Any mediation shall be completed within sixty (60) days of the date of appointment of the mediator, unless the parties mutually agree to extend the time. Nothing herein shall be construed to prevent Oxford and Washington from mutually agreeing any other alternative dispute resolution procedure in lieu of or in addition to mediation.
- C. In the event that mediation is unsuccessful, the parties agree to submit any dispute to binding arbitration. No later than twenty (20) days after the conclusion of the mediation process, either party may initiate the arbitration process by making a written demand for arbitration upon the other party and by providing the names of three (3) acceptable arbitrators. Within twenty (20) days of the date of demand for arbitration, the other party must either accept one of the arbitrators recommended or submit its own list of three (3) arbitrators. If no arbitrator is mutually agreed upon within thirty (30) days of the initial request for arbitration, then either may make application to the Vicinage Assignment Judge for the appointment of an arbitrator. Each party shall be equally responsible for arbitrator's fees. Any arbitration shall be completed within ninety (90) days of the date of the appointment of the arbitrator, unless the parties mutually agree to extend the time. The arbitrator and the parties shall meet within twenty (20) days of the arbitrator's appointment to discuss whether any discovery is necessary and the procedures to be followed for that discovery process. If the parties cannot mutually agree as to either the need for, the timing or the scope of discovery, the arbitrator shall resolve all such disputes. Any decision by the arbitrator of a factual nature shall be final in accordance with New Jersey law; any legal ruling by the arbitrator may be challenged in the Superior Court within forty five (45) days of the arbitrator's final decision. Nothing herein shall be construed to prevent Oxford and Washington from mutually agreeing to utilize any other alternative dispute resolution procedure in lieu of the arbitration procedures described herein.

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.

11. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

12. SEVERABILITY

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

13. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any 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 executed this Agreement the date first above written.

ATTEST:

TOWNSHIP OF WASHINGTON

Clerk

By: _____
Mayor

ATTEST:

TOWNSHIP OF OXFORD

Clerk

By: _____
Mayor