

## INTERLOCAL SERVICE AGREEMENT

**THIS INTERLOCAL SERVICES AGREEMENT** made this 20<sup>th</sup> day of December 2023 by and between **THE TOWNSHIP OF WASHINGTON** ("the Township"), 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 **BOROUGH OF WASHINGTON** ("the Borough"), a municipal corporation in the County of Warren, State of New Jersey with offices at 100 Belvidere Avenue; Washington, New Jersey 07882.

### WITNESSETH:

**WHEREAS**, the Borough 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 the Borough; and

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

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

**WHEREAS**, the parties have agreed that the Township will provide law enforcement services to the Borough 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**, the Borough has approved this Agreement pursuant to **RESOLUTION #2023-132** and the Township has approved this Agreement pursuant to **RESOLUTION #2023-196**.

**NOW, THEREFORE**, 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:

### I. SERVICES

- A. The Township agrees to provide police officers and equipment to render police services to Borough on a 24-hour, 7-day per week basis. Such services shall be provided under the sole and exclusive direction of the Chief of Police of the Township of Washington. All rules and regulations pertaining to the Township's Police Department shall be promulgated and enforced by the Township.
- B. The 24-hours per day, 7-day per week coverage shall ensure that the Borough of Washington is designated as a specific zone of patrol that will receive police services equal to those provided to



the Township of Washington. The Provider's police duties and responsibilities with respect to patrolling the Borough 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. The Township shall coordinate and provide off-duty "special event coverage", including construction detail and sporting or special events coverage in the Borough on the same terms as is provided in the Township of Washington and the Township 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 the Borough at the Township's contractor's rate.

C. By way of further explanation, police services provided by the Township 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 and 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 service, 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 or prospective Borough 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.

D. The Township 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 Borough.

1. The Township's Chief of Police, with the assistance of other members of the Township's Police Department who may be detailed for that purpose, will submit a monthly activity report of police activity within the Borough.

E. Crossing Guard services as follows:

1. The Township shall assign and supervise the performance of crossing guards within the Borough. The salary of all crossing guards assigned within the Borough shall be set by the



Township, in consultation with the Borough in advance of the school year. Said salary shall be provided in accordance with the current Township salary guide.

2. The Township Chief of Police (or his representative) and a Borough Council Representative, in consultation with the Superintendent of Borough Schools, shall review the current location assignments and number of crossing guards assigned to the Borough. In the event that this review requires an addition or reduction in the number of crossing guards assigned to the Borough, the appropriate addition or reduction will be made by the Township upon approval of the Borough Council.
3. There shall be one (1) crossing guard assigned to the following ten (10) posts: 1) Boulevard and Route 57; 2) Route 57 and Broad Street; 3) E. Stewart Street and Taylor Street; 4) E. Church Street and Taylor Street; 5) Belvidere Avenue and Stewart Street; 6) N. Prospect Street and Stewart Street; 7) Route 57 and Prospect Street; 8) Route 57 and Lincoln Avenue; 9) McDonald Street and Stewart Street; and 10) Carlton Avenue at the Middle School driveway. There shall be two (2) crossing guards assigned to the following post: 11) Route 57 and Route 31. This represents a total of eleven (11) posts and twelve (12) crossing guards at all times.

## **II. TERM**

- A. If the contract is renewed prior to January 1, 2024 the term of this agreement shall commence as of the first day of January 2024 at 00:00 hours, and shall continue for a term of ten (10) years until December 31, 2033, 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 twenty-four (24) months prior to the expiration of the initial term of this Agreement.
- B. In the event this agreement expires without an agreement to renew or new agreement is not negotiated and agreed upon by the parties, the Township shall provide the Borough with law enforcement services for an additional period of one hundred and eighty (180) days and the Borough shall pay for those services under the terms of this agreement. Payment by the Borough will be based on the Township's 2024 Budget and shall likewise be pro-rated based on the length of time services are provided to the Borough. If this agreement is not renewed, the Township shall provide the Borough with its 2024 budget by November 1, 2023. In the event 2024 budget exceeds the prior year's budget by more than 2.0% the Township and Borough will work together in good faith to address the cause.

## **III. CONSIDERATION**

- A. In consideration for providing the law enforcement services set forth herein, the Borough shall pay to the Township the following per annum amounts (the "base service fee"):
  1. In 2023 the total annual base service fee was \$2,981,556.28 including the 2.2% administrative fee, and;



2. After 2016, the Borough, in addition to the base service fee, shall pay the Township fifty percent (50%) of any increase in the Township's total police budget over the previous year's total police budget. For purposes of this agreement, "total Township police budget" shall mean the total combined costs of the Township and Borough police services but does not include any costs associated with the Township providing police services to any other municipality. In calculating total Township police budget, the Borough will receive a credit for any grants or other monies received by the Township and related to total Township police budget. If, at any time during the initial term of this agreement, or any extension thereof, the Township enters into similar agreements with another public entity, the terms and conditions of this agreement shall remain in full effect. Additionally, should the Township enter into similar agreements with one or more municipalities, at no such time shall the Borough be responsible to pay for or make contributions to the cost of serving any other municipality for which the Township provides police services.
  3. After 2013, the Township shall be permitted to charge an administrative fee of 2.2% of the actual Borough of Washington portion of the Township of Washington police budget based upon the Police Expenses vs. Budget Worksheet presented by the Township for 2012, attached hereto as Exhibit A. Said worksheet shall contain the same line items as are delineated on Exhibit A (see second amendment dated November 18, 2013).
  4. The Township Agrees that the Police Expenses vs. Budget Worksheet for each year shall be provided to the Borough by February 28 of the following year for the remainder of the Agreement. If the Township fails to provide a Police Expenses vs. Budget Worksheet by said date, the provisions set forth in Section 8 (REMEDIES) and Section 10 (CHOICE OF LAW AND DISPUTE RESOLUTION ) of this Agreement shall apply.
  5. The Township shall provide the Borough with the succeeding year's budget thirty (30) days prior to December 31st of each year.
  6. If for some reason the succeeding years budget exceeds the prior year's budget by more than 2.0% the Township and Borough will open a dialog to discuss the cause.
  7. The annual amounts of the above shall be paid in equal quarterly installments due: February 15, May 15, August 15 and November 15 of each year during the term.
- B. 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 Township to offset the Borough's share of such increased costs. In the event the Township needs to purchase capital goods for the operation of its Police Department in order to provide services above-and-beyond the services required by the Borough, the cost of said purchase will be equally borne by the Township and Borough.
- C. In the event that the Township police budget expenditure is over or under budget at year end, the Township and the Borough will share equally in the difference. This amount is capped not to exceed \$50,000.00 (\$25,000.00 Borough) (\$25,000.00 Township). The Township will provide an annual budget report to the Borough at the end of each fiscal year.



- D. In addition to the amounts set forth at paragraph 3.a. above, retroactive to January 1, 2010, the Borough agrees to pay for 100% of the costs associated with the crossing guards that are assigned within the Borough during the term of this agreement.

#### **IV. INDEMNIFICATION**

- A. The Borough shall not be liable for any negligent, reckless or intentional acts or omissions of the Township and the Township shall indemnify, defend and hold the Borough harmless from all losses, injuries or damage caused by the negligent, reckless or intentional acts or omissions of the Township or any of its respective employees or independent contractors in rendering law enforcement services including any allegations against the Borough 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 the Borough incident to such neglect, reckless or intentional acts or omissions.
- B. In the event that the validity of this Agreement is challenged by a resident or employee of the Borough, the Borough will defend the Agreement, and the Borough and the Township will share the costs of that defense evenly.

#### **V. INSURANCE**

- A. Final approval of this agreement by the Township and the Borough is subject to the Township's obtaining insurance coverage which shall include, without limitation, police professional liability, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles in the following minimum amount of \$2,000,000.00 in which the Borough of Washington is named as additional insured.
- B. The Township will cause the Borough to be named as an additional insured on all of the above policies on a primary, non-contributory basis.

#### **VI. APPLICABLE LAW**

- A. 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.

#### **VII. TERMINATION**

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



## **VIII. REMEDIES**

- A. In the event either party defaults in the performance of any of its obligations under this Agreement and following thirty (30) days 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, the Township shall provide the Borough with law enforcement services for an additional period of one-hundred and eighty (180) days and the Borough 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 a default.

## **IX. CHAIN OF COMMAND**

- A. The Township Police Department shall be under the exclusive authority and control of the Township of Washington. The Borough shall not provide any direction, instruction to, discipline or reprimand to any member of the Township Police Department. All complaints, instruction, and requests shall be made directly to the Township Chief of Police or his designee, unless the complaint concerns the Chief of Police. The Borough designates the Borough Manager as its representative for all formal communications with the Township regarding the provision of law enforcement services under this Agreement. Nothing contained in this section shall prevent the Borough Manager from contacting the Township Administrator or Governing Body members with information or suggestions regarding law enforcement issues, provided the Township Chief of Police is informed of such contacts and the substance thereof unless the communication relates directly to the performance of the Chief of Police. Nothing in this section shall prevent informal communication between members of the Governing Body of the Township and the Borough regarding law enforcement issues.
- B. The Township Chief of Police or his designee shall attend the meetings of the Borough of Washington when necessary or requested. In addition, the Township Chief of Police or his designee shall provide all of the information and data previously provided in the Township's reports to the Borough. Additionally, the Township agrees to provide the Borough with an updated interactive crime map link on a monthly basis.
- C. The Borough may from time-to-time request additional information from the Chief of Police.

## **X. CHOICE OF LAW AND DISPUTE RESOLUTION**

- A. Any dispute arising under this Agreement shall be resolved in accordance with the terms below:
1. All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted.



2. Prior to litigation, the Borough and Township shall endeavor to settle disputes by mediation in accordance with the current mediation rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association.
  3. Nothing herein shall be construed to prevent the Borough and Township from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.
- B. 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.

#### **XI. ENTIRE AGREEMENT**

- A. 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.

#### **XII. SEVERABILITY**

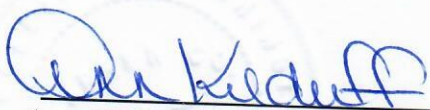
- A. If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

#### **XIII. WAIVER**

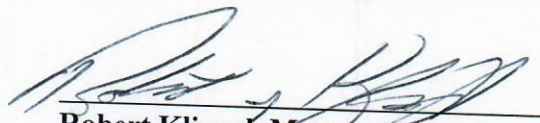
- A. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or condition at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver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

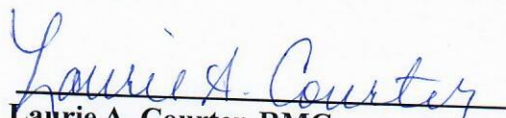
ATTEST:

  
Ann Kilduff, RMC

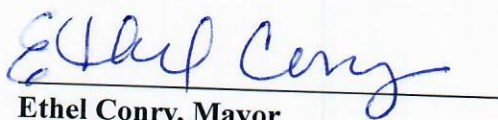
TOWNSHIP OF WASHINGTON

  
Robert Klingel, Mayor

ATTEST:

  
Laurie A. Courter, RMC

BOROUGH OF WASHINGTON

  
Ethel Conry, Mayor



**TOWNSHIP OF WASHINGTON  
WARREN COUNTY, NEW JERSEY  
RESOLUTION #2023-196**

**RESOLUTION AUTHORIZING AN INTERLOCAL SHARED SERVICES  
AGREEMENT BETWEEN THE TOWNSHIP OF WASHINGTON AND  
THE BOROUGH OF WASHINGTON FOR POLICE SERVICES**

**WHEREAS**, the Township of Washington entered into a Shared Services Agreement to provide police services for the Borough of Washington for the period from August 1, 2009 through July 31, 2016 including all amendments and renewals thereafter; and

**WHEREAS**, the Township of Washington and the Borough of Washington negotiated a renewal of the Shared Services Agreement which shall commence on the first day of January 2024 at 00:00 hours and shall continue for a term of ten years until December 31, 2033 unless terminated sooner pursuant to Section 7 of said document; and

**WHEREAS**, N.J.S.A. 40A:65-1 et seq., commonly known as The Uniform Shared Services and Consolidation Act, has been provided so as to enable municipalities and other governmental entities to enter into contract with each other for the sharing of services; and

**WHEREAS**, the Township is willing to provide police services to the Borough; and

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

**WHEREAS**, the Township has approved this Agreement pursuant to **RESOLUTION #2023-196** and the Borough has approved this Agreement pursuant to **RESOLUTION #2023-132**.

**NOW, THEREFORE, BE IT RESOLVED** that 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.

**BE IT FURTHER RESOLVED** that the Township Committee of the Township of Washington, County of Warren, State of New Jersey approves the attached Interlocal Services Agreement between the Township of Washington and the Borough of Washington for police services and authorizes the Mayor to execute the aforesaid Shared Services Agreement on behalf of the Township of Washington.

Adopted: December 20, 2023

Certification:

I, Ann Kilduff, Clerk of the Township of Washington, County of Warren do hereby certify that the foregoing resolution is a true and exact copy adopted by the Township Committee of the Township of Washington on December 20, 2023.



Ann Kilduff, RMC  
Township Clerk