

**SHARED SERVICES AGREEMENT BETWEEN THE  
TOWNSHIP OF WOOLWICH AND THE  
TOWNSHIP OF SOUTH HARRISON FOR THE TOWNSHIP OF WOOLWICH  
TO PROVIDE POLICE COVERAGE AND PROTECTION TO AND FOR  
THE TOWNSHIP OF SOUTH HARRISON**

This **SHARED SERVICES AGREEMENT** (herein referred as the "Agreement") is made this 3 day of Sept, 2019 by and between the Township of South Harrison, County of Gloucester, a municipal corporation in the State of New Jersey, with offices located at 664 Harrisonville Road, Mullica Hill, NJ 08062, hereinafter referred to as "Township", 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, 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 Township (South Harrison) to enter into a Shared Service Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (hereinafter the "Shared Services Act"), whereby municipalities and other local units may enter into Shared Services Agreements with other governmental units by adoption of a Resolution pursuant to N.J.S.A. 40A:65-5; and

**WHEREAS**, by Resolution No. R-2019-212 adopted on 9-3-19, 2019, and Resolution No. R-19-85 adopted on 9-11-19 the Township and Provider authorized entry into the Shared Service Agreement between the parties; and

**WHEREAS**, the Township of South Harrison wishes to ensure the safety and welfare of its residents by implementing police protection and continuous police force coverage on a 24-hours per day, 7- days per week basis, which is economical, safe and prudent for the Township; and

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

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

**WHEREAS**, the Provider and the Township wish to memorialize herein their Shared Services Agreement for the provision and funding of Provider rendering police coverage and protection to the Township on a full-time basis; and

**WHEREAS**, the Township has determined that its residents will be provided with substantially enhanced and increased public safety and police protection services at a significant savings by executing and implementing this Shared Service Agreement with the Provider; and

**IN CONSIDERATION** of the mutual covenants and promises recited herein, the Provider and Township, agree as follows:

1. (a) The Provider does hereby agree to provide professional police protection and coverage to the Township as set forth in this Shared Services Agreement, on a 24-hours per day, 7-days per week basis, in consideration of the following payments by the Township to Provider:

- |     |                                                                                                                        |
|-----|------------------------------------------------------------------------------------------------------------------------|
| (1) | Pro-rated compensation for "2019" covering the projected commencement date on 10/01/19 through 12/31/19: \$155,812.79; |
| (2) | January 1, 2020; \$447,451.15                                                                                          |
| (3) | January 1, 2021; \$472,495.70                                                                                          |
| (4) | January 1, 2022; \$526,617.09                                                                                          |
| (5) | January 1, 2023; \$579,184.22                                                                                          |
| (6) | January 1, 2024; \$630,865.28                                                                                          |

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

(b) The initial term hereof shall be for five years and three months, commencing on October 1, 2019 through December 31, 2024.

(c) The Provider, as agent for the Township, shall assume any and all responsibility for police protection and police coverage responsibilities in and for the Township. All rules and regulations pertaining to Provider's Police Department shall be promulgated and enforced by the Provider. Police hiring and training shall be the responsibility of the Provider. Provider will also be responsible for the administration and supplying "Crossing Guard Services" with payment being made to the Crossing Guards directly by Provider. Provider shall consult with the South Harrison Township Elementary School, on an annual basis, to determine the appropriate staffing levels for the Crossing Guards contemplated by this Shared Service Agreement.

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 or mandated by New Jersey Law, including all powers of enforcement and administrative regulations applicable in the Township. 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 Township, 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 protocols shall be the same, in all manners and respects, for both the Provider and the Township.

3. (a) The Provider shall annually budget adequate and sufficient monies and/or funds for professional police protection and coverage for the Provider and for the Township for the term of this Agreement, including any contract extensions agreed to by and between the parties.

(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 Township's share of such increased costs. In the event the parties cannot agree on the terms of an amendment to this Shared Service Agreement to cover the supplemental compensation, the matter shall be submitted to binding arbitration in the manner prescribed Paragraph 5 (a). In the further event that the Township requests additional law enforcement services which are not consistent with current practice, and which would result in a material increase in the Provider's cost due to the purchasing of additional equipment, the hiring of additional personnel, the provision of additional patrols or police presence, and/or the addition of foot or bicycle patrols, the parties may agree to adjust the services provided so long as the Township pays the actual costs incurred by the Provider in providing the additional services.

4. (a) 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, 2024.

(b) In the event a regional police force is formed in Gloucester County, and the Township's participation in such force would be more favorable from a cost perspective, then the Township may elect to terminate this Agreement with no less than 180 days written notice.

(c) In the event the statutory cap on budget increases is reduced below 2%, then the Township may elect to terminate this Agreement with no fewer than 180 days written notice.

(d) This Agreement shall automatically renew under the same terms and conditions, with a two (2%) payment escalator, unless a party hereto advises the other no less than 180 days before the expiration of the current Agreement.

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 concerning the Township. The Chief shall advise the Provider and the Township 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 Township or its residents and inhabitants as contracted for hereunder. In the event an objection is raised by the Township 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 hereunder, the Chief shall meet with the Mayors, or their assigned representative, of the Township and Provider to resolve the matter. If the parties cannot 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. Each party shall select an Arbitrator, and the selected Arbitrators shall select a third Arbitrator, who shall conduct the Arbitration.

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 Township to the Provider for payment of services performed by the Provider pursuant to this Agreement, the Township of South Harrison shall continue, pursuant to N.J.S.A. 40A:65-7, to make payments to Provider as set forth in paragraph 1(a) herein until a final, un-appealable determination that the amount due was less than what was actually so paid, in which event the Provider shall forthwith repay the excess. 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 by way of a formal report (at a minimum quarterly) to the Township regarding Police services. It will be the Township's 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 either party of the services and other responsibilities contracted for hereunder, Provider shall be under a continuing obligation to provide police services as set forth herein pending resolution of the dispute. The Township shall be entitled to pursue injunctive relief and any and all other equitable and legal remedies to enforce this provision of the Parties' shared service agreement.

(b) The Provider's Chief of Police, or their designee, shall make them self available for routine governing body meetings up to once per month, at such reasonable times required by the Township and directed by the Provider, for the purpose of providing status reports regarding police coverage and issues involving or affecting the Township. However, should an emergency arise which requires the police representative's attendance, the Chief of Police or their designee shall make themselves available to attend a meeting called to address such an emergent situation.

6. The 24-hours per day, 7-days per week coverage obligation to be performed by Provider to the Township shall also ensure that the Township is designated as a "specific zone or zones of patrol" that shall receive equal police patrols as that provided to the residents in the Township of Woolwich by Provider. Specifically, Provider shall ensure that a minimum of one patrol car and police officer is assigned to patrolling the Township 24-hours per day. The Provider's police duties and responsibilities with respect to the zone or district shall also include, but not be limited to, funerals, marches, pickets, protests, community policing, contests, fairs, shows, community day(s), 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 Township of South Harrison 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 also include, but not be limited to:

- All educational services offered and provided by the Provider to the Township, including, but not limited to L.E.A.D. (Law Enforcement Against Drugs);
- 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, processing firearms applications, crime and motor vehicle crash scene investigations, criminal complaint intakes, interviews, investigations and charging, background checks on current or prospective Township of South Harrison employees and volunteers (for license checks) as required by the JIF, fingerprinting, and evidence identification and storage for cases commencing at the inception of this Shared Service Agreement.

- This Agreement further includes a requirement that Provider maintain a police substation within the boundaries of the Township that shall be manned during regular business hours of the Township. Provider and the Township agree to cooperate concerning Provider utilizing a designated space or office designated by the Township within the Township Municipal Building or any other type of facility within Township (for example storage).

7. Provider shall be solely responsible for all liability insurance, worker's compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, and any and all other expenses related to police employee compensation or benefits; in addition to the training, hiring, firing, and discipline of police personnel and staff, including all incidental expenses and costs that accompany same during the term of this Shared Service Agreement.

8. The Provider and the Township agree that there will be no assignment of their respective rights or obligations under this Shared Service Agreement, unless agreed in writing by both parties and with proper official public action.

9. Provider's Police Chief, with the assistance of other members of the Provider's Police Department who may be detailed for that purpose, shall submit a monthly report on police activity within the Township of South Harrison utilizing the same format as submitted to Provider in accordance with New Jersey Law. The Township may from time to time, request additional information from the Police Department. The Township may request the additional information from Provider, which will review the request and direct the Police Department accordingly.

10. (a) Neither party shall be liable for any negligent, careless, reckless or intentional acts or omissions of the other and each party shall indemnify, defend and hold the other harmless from any and all losses, injuries or damages caused by the negligent, careless, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering any law enforcement duties or services set forth in this Shared Service Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incidental to such negligent, careless, reckless or intentional acts or omissions.

(b) Provider shall identify the Township with the Joint Insurance Fund (JIF) as additional insured for Police Professional Liability only. In the event 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.

11. The Woolwich Township Police Department shall be under the exclusive jurisdiction, authority and control of Provider. The Township 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 by the Township, or such other chief administrative officers as may be designated from time to time. The Township of South Harrison shall further designate one of its Committeepersons, together with its Mayor, and/or the assigned representative, as its representative for all communications with Provider regarding the provision of law enforcement services under this Shared Service Agreement. Nothing contained in this Section shall prevent the designated Committeeperson or Mayor from the Township of South Harrison 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, including the substance thereof. However, it is strongly encouraged that the Township's representatives make all requests through Provider's designated contact.

12. The Provider and the Township agree to cooperate, seek and share, if required, any and all financial benefits, aid, funding, tax relief, credits, and the like available from any and all 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 cooperate with each other in order to make timely written submissions for such aid and funding and to execute any and all documents required in connection with the foregoing.

13. Provider shall provide around the clock, 24-hours per day, 7-days per week coverage for any and all police and law enforcement services to the Township as provided herein. However, Provider shall retain the right, throughout the duration of this Shared Service Agreement, to increase or decrease its staffing levels as it deems appropriate to meet their needs, provided that no such changes in staffing alter any of the obligations of either party under this Agreement, including, but not limited to, the financial obligations of the Township. The Township agrees to indemnify, defend and hold the Provider harmless from and against any and all claims of the current Township of South Harrison police officers until this Shared Service Agreement takes effect. 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 Township's police officers prior to the effective date of this Shared Service Agreement.

14. The consideration paid by the Township to 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 Township for any overtime required to meet the obligations of the Provider as provided for herein.

15. 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 Shared Service Agreement was ratified.

16. The Township agrees to indemnify and hold the Provider, 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 Township prior to the effective date of this Shared Service Agreement. Following the effective date of this Shared Service Agreement, the Township shall pay all costs and reasonable attorneys' fees in any such defense of such claims, lawsuits, allegations, cross-claims, third-party claims, demands, liens for payment, and other legal actions.

17. The Township shall provide to the Provider a current street map for the Township of South Harrison, updated periodically as necessary, and shall further post and maintain all street signs in the Township of South Harrison. The Township will furnish the Provider with three (3) complete copies of the Township of South Harrison's Municipal Code for use in enforcing the Township of South Harrison's local ordinances and will provide ongoing supplements as necessary.

18. This Shared Service Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Shared Service Agreement may be supplemented, amended or revised only in writing, which is signed by each of the parties hereto and authorized by the appropriate governing body.

19. The Township shall relinquish ownership of any and all police vehicles owned by the Township to Provider, which shall become the property and responsibility of Provider. The Township shall also provide Provider with an inventory of all police equipment to be transferred to Provider in connection with this Shared Service Agreement as designated on Exhibit A, which is attached hereto and incorporated herein by reference. The Provider, in turn, shall mark and update their vehicles to reflect that Provider is serving and/or servicing the Township of South Harrison with the appropriate decals and lettering on the patrol vehicles owned by Provider.



20. The Provider shall also provide administrative support and police support personnel, with all administrative functions necessary to carry out the duties and responsibilities required by the terms of this Shared Service Agreement including, but not limited to evidence storage, record retention, report generation, and chain of custody duties.

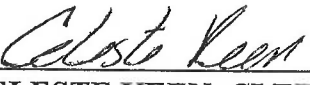
21. If any part of this Agreement shall be held to be unenforceable by a Court of competent jurisdiction, then and in such event, the remainder of the agreement shall nevertheless remain in full force and effect.

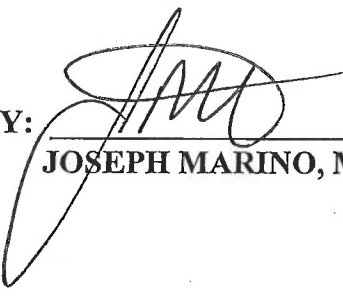
22. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed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

TOWNSHIP OF SOUTH HARRISON

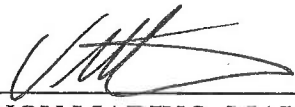
  
\_\_\_\_\_  
CELESTE KEEN, CLERK

BY:   
\_\_\_\_\_  
JOSEPH MARINO, MAYOR

ATTEST:

TOWNSHIP OF WOOLWICH

  
\_\_\_\_\_  
JANE DIBELLA, ADMINSTRATOR

BY:   
\_\_\_\_\_  
VERNON MARINO, MAYOR

**RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BY  
THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF SOUTH HARRISON  
WITH WOOLWICH TOWNSHIP FOR LAW ENFORCEMENT AND POLICE  
PROTECTION SERVICES**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., permits municipalities and other local units to enter into Shared Services Agreements with other governmental units by adoption of a Resolution authorizing such shared services; and

**WHEREAS**, it is in the best interests of the Township of South Harrison and Woolwich Township to enter into a Shared Services Agreement for law enforcement services pursuant to N.J.S.A. 40A:65-4 and 8; and

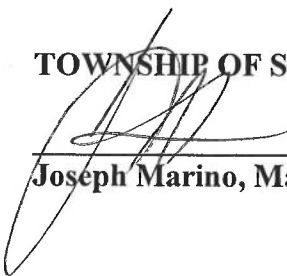
**WHEREAS**, the Township Committee of the Township of South Harrison recognize that by entering into a shared service agreement with Woolwich Township for such law enforcement shared services, the particular details of which are set forth and memorialized in the Shared Services Agreement, are mutually beneficial to both municipalities; and

**WHEREAS**, such Agreements are encouraged by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of South Harrison Shared Service Agreement with Woolwich Township is hereby approved and authorized for execution by the appropriate Township Officials for law enforcement services, subject to the review and approval of such agreement by the Township Solicitor.

**BE IT FURTHER RESOLVED**, that a copy of this Resolution and Agreement shall be filed with the Commissioner of the Department of Community Affairs forthwith after the adoption hereof.

**TOWNSHIP OF SOUTH HARRISON**

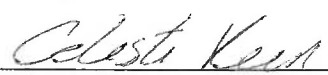
  
\_\_\_\_\_  
Joseph Marino, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Celeste Keen, Municipal Clerk

**CERTIFICATION**

I hereby certify this to be a true copy of a resolution adopted by the Township Committee at the regular meeting of the Township of South Harrison held on the 11<sup>th</sup> day of September 2019.

  
\_\_\_\_\_  
Celeste Keen, Municipal Clerk