

Date : 8/25/2022 9:50:45 AM
From : "Chief Lou Bordi" LBordi@berlintwppd.com
To : "Louis Bordi" lbordi@vtpd.com
Subject : Fwd: Shared Services - Temp Police Chief
Attachment : AGREE TEMP CHIEF.PDF;

***** External Email *****

This message originated outside of Voorhees Township email systems. Do not open attachments or click on links unless you know the content is safe and are expecting it.

If you have any questions, please contact tech support.

Sent from my iPhone

Begin forwarded message:

From: Phyllis Magazzu <mayormagazzu@berlintwp.com>
Date: August 24, 2022 at 3:47:25 PM EDT
To: Chief Lou Bordi <LBordi@berlintwppd.com>
Subject: Fwd: Shared Services - Temp Police Chief

FYI

Thank you,
Phyllis
Cell- 856-207-8484

Begin forwarded message:

From: Berlin CFO <cfo@berlintwp.com>
Date: August 24, 2022 at 1:42:50 PM EDT
To: Dean Ciminera <dciminera@voorheesnj.com>
Cc: Phyllis Magazzu <mayormagazzu@berlintwp.com>
Subject: Shared Services - Temp Police Chief

Hi Dean,

I'm in receipt of the attached shared services agreement between Berlin and Voorhees. Pursuant to the agreement Berlin is to pay Voorhees \$78,000 annually for the Chief's services. This works out to \$6,500 per month and because the agreement went into effect August 15th Berlin will pay 4.5

months, or \$29,250, for 2022's services.

We'll cut a check for \$9,750 after our September meeting representing 8/15 – 9/30's payment. We'll pay a monthly amount of \$6,500 thereafter beginning in October.

Please let me know if you're ok with the above.

Alex

Alexander P. Davidson, CPA, RMA, CMFO, CFE
Chief Financial Officer

Berlin Township

135 Route 73 South

West Berlin, NJ 08091

Email: CFO@BerlinTwp.com

Phone: 856-767-1854 Ext. 220

Cell: 201-286-2599

Confidentiality Notice

If you have received this e-mail in error, please immediately notify the sender by e-mail at the address shown. This e-mail may contain confidential information. This information is intended only for the use of the individual(s) or entity for whom it was intended even if addressed incorrectly. Please delete from you files if you are not the intended recipient. Thank you for your compliance.

**SHARED SERVICES AGREEMENT
BY AND BETWEEN THE TOWNSHIP OF BERLIN AND THE TOWNSHIP OF VOORHEES
FOR POLICE CHIEF/SHARED POLICE CHIEF SERVICES**

THIS SHARED SERVICES AGREEMENT made this 15th day of August 2022 ("Agreement"), by and between the Township of Berlin ("Berlin") a Municipal Corporation of the State of New Jersey, having its principal place of business located at 135 NJ-73, West Berlin, NJ 08091 and the Township of Voorhees ("Voorhees"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 2400 Town Center, Voorhees, New Jersey 08043 (collectively, the "Parties" or "Municipalities");

WHEREAS, Berlin and Voorhees are desirous of entering into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) ("Shared Services Act"), whereby Voorhees' Chief of Police, Louis J. Bordi, would provide the services of a Police Chief to Berlin; and

WHEREAS, under the Shared Services Act, any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, by Resolution adopted August 15, 2022, Berlin authorized the execution of this Agreement; and

WHEREAS, by Resolution adopted August 15, 2022, Voorhees authorized the execution of the aforementioned, Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the Parties and for the consideration set forth below, the Parties hereto agree as follows:

1. **Establishment of Shared Police Chief Services/Sharing a Police Chief.** Berlin and Voorhees agree to share a police chief/share police chief services.
2. **Designation of Police Chief; Employer of Police Chief**
 - a. Chief Louis J. Bordi (hereafter "Chief Bordi"), the current Chief of Police of the Voorhees Township Police Department, shall continue to serve as the Chief of Police of the Voorhees Township Police Department.
 - b. During the term of this Agreement, Chief Bordi shall also provide the "Services and Duties of Police Chief" under Paragraph (3) of this Agreement, to the Township of Berlin Police Department.
 - c. Chief Bordi shall continue to be and remain an employee of Voorhees.
 - d. Voorhees is hereby designated as the primary employer of Chief Bordi pursuant to N.J.S.A. 40A:65-6.
3. **Services and Duties of Police Chief; Designation of Appropriate Authority; Standard of Performance.**
 - a. Chief Bordi, who under Voorhees' form of government has the duty and responsibility for control of the Voorhees Township Police Department, shall continue to have the duty and responsibility for said control and coverage for the Voorhees Police Department;
 - b. Chief Bordi shall fulfill the services and duties of the Chief of Police of the Berlin Township Police Department which shall include, but may not be limited to, performing, overseeing, and/or ensuring satisfaction of the duties set forth under Section 40-5 of the Berlin Township Municipal Code, which is incorporated by reference into this Agreement;
 - c. Chief Bordi shall faithfully carry out all of the duties and responsibilities of Police Chief

for both Voorhees and Berlin and abide by the laws of the State of New Jersey.

4. **Cost of Services of Police Chief**

- a. The costs and expenses for the employment of Chief Bordi shall be in the amount of \$78,000 annually, to be paid in monthly installments (1/12) from Berlin to Voorhees.

5. **Effective Date; Duration of Agreement**

- a. This Agreement shall be effective and binding on both Parties upon the completion of the following conditions: (1) the adoption of a Resolution by the governing body of each party, (a) authorizing this Agreement, and (b) authorizing the Mayor, or their designee, to sign the within Agreement; and (2) the said Municipalities entering into and their Mayors signing an Indemnification Agreement in favor of Voorhees, which Indemnification Agreement is hereby deemed to be a part of this Agreement.
- b. A copy of the Agreement shall be filed with each party's Municipal Clerk and shall be open to public inspection in each municipality.
- c. The duration of this Agreement shall be one (1) year from the effective date of this Agreement, subject to each party's right of termination as set forth herein.

6. **Termination of Agreement.** This Agreement may be terminated by either party for any reason and without cause, upon providing sixty (60) days' written notice in advance of the date of termination given by the terminating party.

7. **Assignment of Rights and Obligations.** Voorhees and Berlin agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed in a writing approved and executed by both participating Municipalities.

8. **Notices.** Any notices of consent, notice of termination, and/or other notices arising from this Agreement shall be in writing and shall be delivered to the other party and addressed to the party as set out below:

TOWNSHIP OF VOORHEES
2400 Town Center
Voorhees, New Jersey 08043

TOWNSHIP OF BERLIN
135 NJ-73
West Berlin, NJ 08091

9. **Waiver.** Failure of either Voorhees or Berlin to insist upon strict performance of any part or provision of this Agreement at any time shall not constitute a waiver of such Municipality's right to insist upon strict performance of this Agreement in the future.

10. **Merger; Integration.** This Agreement contains the entire and only agreement between the participating Municipalities for the aforementioned Police Chief Services, other than the "Indemnification Agreement Between the Township of Voorhees and the Township of Berlin", which is hereby deemed to be a part of this Agreement, and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in anyway except by a writing approved and executed by both participating Municipalities.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey.

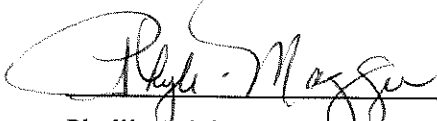
12. **Severability.** If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the

remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

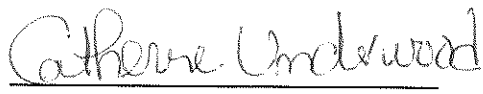
13. **Duplicate Originals.** This Agreement may be signed in one or more duplicate original counterparts, each of which shall be original, but all of which together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first written above.

TOWNSHIP OF BERLIN

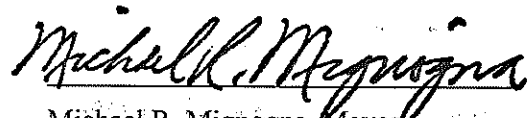


Phyllis A. Magazzu, Mayor

Attest: 

Catherine Underwood, RMC

TOWNSHIP OF VOORHEES



Michael R. Mignogna, Mayor

Attest: 

Dee Ober, RMC

**INDEMNIFICATION AGREEMENT BETWEEN THE TOWNSHIP OF BERLIN AND THE
TOWNSHIP OF VOORHEES**

THIS INDEMNIFICATION AGREEMENT is made this 15th day of August, 2022 by and between the Township of Berlin ("Berlin") a Municipal Corporation of the State of New Jersey, having its principal place of business located at 135 NJ-73, West Berlin, NJ 08091 and the Township of Voorhees ("Voorhees"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 2400 Town Center, Voorhees, New Jersey 08043;

WHEREAS, Voorhees and Berlin have entered into an Agreement to share a police chief/share police chief services, pursuant to N.J.S.A. 40A:65-4, et seq.; and

WHEREAS, Voorhees desires to be indemnified by Berlin from any and all lawsuits and/or claims arising from or related to any issues in the Berlin Township Police Department, existing now and which may arise in the future; and

WHEREAS, Voorhees and Berlin, as parties to the Shared Services Agreement have agreed that one of the conditions required to bring the Agreement into effect is that Voorhees and Berlin enter into an Indemnification Agreement indemnifying each other against claims made by employees of the other municipality; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties and for the consideration in the aforementioned Shared Services Agreement, the parties hereto agree as follows:

1. **Indemnification.**

a. Berlin shall indemnify, defend and hold harmless Voorhees and its respective officers, officials, employees, representative and agents, from and against any and all losses, damages, punitive damages, liens, liabilities and claims of any nature whatsoever ("Losses" arising out of based upon or resulting from (i) any liability arising from or related to any lawsuit, action, claim or proceeding, whether brought or threatened, by any future, current, or former police officer, employee, officer, official, agent or representative of any such future, current, or former police officer, employee, officer, official, agent or representative of Berlin, related to any issues in the Berlin Police Department; (ii) any breach or non fulfillment by Berlin or any future, current, or former police officer, employee, officer, official, agent or representative of Berlin of any agreements or obligations (including but not limited to contractual and/or constitutional and/or statutory and/or regulatory obligations). Berlin shall reimburse Voorhees for any and all fees, costs and expenses of any kind related to any Losses (including without limitations, any and all Legal Fees (as hereinafter defined)) and, for purposes hereof, such fees, costs and expenses shall be deemed to be Losses. "Legal Expenses" shall mean any and all fees, costs and expenses of any kind reasonably incurred by Voorhees and its counsel in defending against any threatened or asserted claim and/or lawsuit.

b. Voorhees shall indemnify, defend and hold harmless Berlin and its respective officers, officials, employees, representatives and agents, from and against any and all losses, damages, liens, liabilities and claims of any nature whatsoever ("Losses") arises out of, based upon or resulting from any or all of (i) any liability arising from or related to any other lawsuit, action, claim or proceeding, whether brought or threatened by any future, current, or former police officer, employee, officer, official, agent or representative of Voorhees or by any relative or representative of any such future, current or former police officer, employee, officer, official, agent or representative of Voorhees related to any issues in the Voorhees Police Department; (iii) any breach or non fulfillment by Voorhees or any future, current or former police officer, employee, officer,

official, agent or representative of Voorhees of any agreements or obligations (including but not limited to contractual and/or constitutional and/or statutory and/or regulatory obligations). Voorhees shall reimburse Berlin for any and all fees, costs and expenses of any kind related to any Legal Fees (as hereinafter defined)) and, for purposes hereof, such fees, costs and expenses shall be deemed to be Losses. "Legal Expenses" shall mean any and all fees, costs and expenses of any kind reasonably incurred by Berlin and its counsel in defending against any threatened or asserted claim and/or lawsuit.

c. With respect to a claim for indemnification, Voorhees and/or Berlin shall be entitled to control the defense of such action, to the extent permitted by the insurance carrier, with counsel reasonably satisfactory to the municipality being indemnified; provided, however, that the municipality being indemnified shall be entitled to participate in the defense of such claim and shall be entitled to assist in the defense of such claim if it so chooses, in its sole discretion.

d. The municipality which is providing indemnification shall obtain the prior written approval of the other municipality before entering into any settlement of any litigation, lawsuit, action, claim, or proceeding covered under this Indemnification Agreement or ceasing to defend against any such litigation, lawsuit, action, claim, or proceeding. Such approval shall not be unreasonably withheld.

e. Neither municipality shall consent to the entry of any judgment or enter into any settlement which fails to include as an unconditional term of any such judgment or settlement the giving by each claimant to the other municipality a release from all liability (including but not limited to all losses, damages, punitive damages, attorney's fees and costs) in respect to such claim.

f. If the municipality required to provide indemnification does not assume control of the defense of such action as provided for in this Indemnification Agreement, the other municipality shall have the right to defend such action in such matter as it may deem appropriate at the cost and expense of the municipality required to provide indemnification and that municipality required to provide indemnification shall reimburse the other municipality therefor in accordance with this Indemnification Agreement.

g. In the event that either Berlin or Voorhees shall be obligated to defend, the municipality required to defend pursuant to this Indemnification Agreement shall, upon payment of such indemnity in full, be subrogated to all rights of the other municipality with respect to all claims to which such indemnification relates.

2. Effective Date; Duration of Agreement.

- a. The effective date of this Indemnification Agreement shall be the effective date of the Shared Service Agreement. A copy of this Indemnification Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
- b. The duration of this Indemnification Agreement shall be the same duration as the Police Chief Agreement, unless a longer duration is agreed to in a writing approved and executed by both participating Municipalities.

3. **Assignment of Rights and Obligations.** Voorhees and Berlin agree that there will be no assignment of their respective rights or obligations under this Indemnification Agreement, except to the extent that their insurance carriers will cover same, unless agreed in a writing approved and executed by both participating municipalities.

4. **Waiver.** Failure of either Voorhees or Berlin to insist upon strict performance of any part or provision of this Indemnification Agreement at any time shall not constitute a waiver of such Municipality's right to insist upon strict performance of this Indemnification Agreement in the future.

5. **Merger; Integration.** This Indemnification Agreement contains the entire and only agreement between the participating Municipalities, other than the "Shared Services Agreement between the Township of Berlin and the Township of Voorhees for Police Chief/Shared Police Chief Services", and no oral statements, representations or prior writing not contained in this Indemnification Agreement shall have any force or effect. This Indemnification Agreement shall not be modified in any way except by a writing approved and executed by both participating Municipalities. The Indemnification Agreement is explicitly part of the Shared Service Agreement.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey.

7. **Severability.** If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8. **Duplicate Originals.** This Agreement may be signed in one or more duplicate original counterparts, each of which shall be original, but all of which together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Indemnification Agreement to be executed by the respective authorized representatives as of the date first written above.

TOWNSHIP OF BERLIN



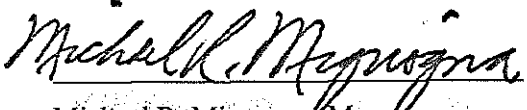
Phyllis A. Magazzu, Mayor

Attest:



Catherine Underwood, RMC

TOWNSHIP OF VOORHEES



Michael R. Mignogna, Mayor

Attest:



Dee Ober, RMC

**RESOLUTION 2022-140 AUTHORIZING EXECUTION OF A SHARED SERVICES
AGREEMENT AND INDEMNIFICATION AGREEMENT WITH
VOORHEES TOWNSHIP FOR THE SERVICES OF A POLICE CHIEF**

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (“Shared Services Act”), the Township of Berlin (“Berlin Township”) is authorized to enter into an agreement for shared services with other New Jersey municipalities and public entities; and

WHEREAS, Berlin Township and the Township of Voorhees (“Voorhees”) are desirous of entering into a Shared Services Agreement (“Agreement”) pursuant to the Shared Services Act, in a form to be approved by the Berlin Solicitor and/or Berlin Labor Counsel, whereby the Chief of Police of the Voorhees Police Department, will provide the services of a Police Chief to Berlin Township and the Berlin Township Police Department on a temporary basis; and

WHEREAS, under the Shared Services Act, any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including but not limited to, services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Camden County Association of Chiefs of Police, via letter correspondence dated July 28, 2022, from Chief Kevin Carey of the Collingswood Police Department, President of the Camden County Association of Chiefs of Police, expressed support for the aforementioned shared Police Chief services between Berlin Township and Voorhees; and

WHEREAS, the Mayor and Township Council of Berlin find that it is in the best interests of the residents of Berlin Township to enter into the aforementioned Shared Services Agreement for Police Chief Services with Voorhees

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the

Township of Berlin as follows:

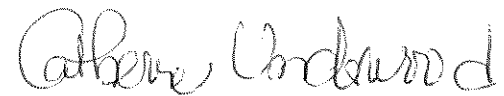
1. The Mayor and/or her designee is hereby authorized to execute a Shared Services Agreement in a form to be approved by the Township Solicitor and/or Township Labor Counsel with Voorhees Township for the Services of a Police Chief.
2. The Mayor and/or her designee are further authorized to execute an Indemnification Agreement, in a form to be approved by the Township Solicitor and/or Township Labor Counsel with Voorhees Township, in which both parties will provide respective indemnification(s) to each other, arising solely from the aforementioned Shared Services Agreement for the Services of a Police Chief.
3. The Shared Services Agreement shall be placed on file in the office of the Clerk of the Township of Berlin.
4. The Clerk of the Township of Berlin is hereby authorized and directed to provide a certified copy of this Resolution and a copy of the fully executed Agreement upon approval to the Division of Local Government Services in the Department of Community Affairs.


Phyllis Magazzu,
Mayor


Catherine Underwood,
Township Clerk

It is hereby certified that the foregoing is a true and correct copy of a resolution duly adopted by the Mayor and Council of the Township of Berlin at a meeting held August 15, 2022.

Dated: August 15, 2022


Catherine Underwood,
Township Clerk

RESOLUTION NO. 243-2022

AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH BERLIN TOWNSHIP FOR THE SERVICES OF A POLICE CHIEF

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., the Township of Voorhees (“Voorhees”) is authorized to enter into an agreement for shared services; and

WHEREAS, Berlin Township (“Berlin”) and Voorhees are desirous of entering into a Shared Services Agreement (“Agreement”) pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) (“Shared Services Act”), in a form to be approved by the Voorhees Township Solicitor, whereby Voorhees’ Chief of Police, Louis J. Bordi, would provide the services of a Police Chief to Berlin on a temporary basis; and

WHEREAS, under the Shared Services Act, any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Camden County Association of Chiefs of Police, via letter correspondence dated July 28, 2022, from Chief Kevin Carey of the Collingswood Police Department, President of the Camden County Association of Chiefs of Police expressed support for the shared police chief/shared police chief services between Voorhees and Berlin; and

WHEREAS, the Mayor and Township Committee finds that it is in the best interests of the residents of the Township of Voorhees to enter into the Shared Services Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Voorhees as follows:

1. The Mayor and/or his designee is hereby authorized to execute a Shared Services Agreement in a form to be approved by the Township Solicitor with Berlin Township for the Services of a Police Chief.
2. The Shared Services Agreement shall be placed on file in the office of the Clerk of the Township of Voorhees.
3. The Clerk of the Township of Voorhees is hereby authorized and directed to provide a certified copy of this Resolution and a copy of the fully executed Agreement upon Solicitor approval to the Division of Local Government Services in the Department of Community Affairs and to the Department of Environmental Protection for informational purposes.

DATED: AUGUST 15, 2022

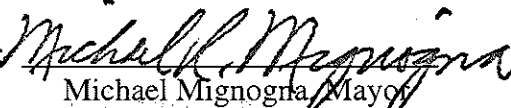
MOTION: MS. FETBROYT

AYES: 4

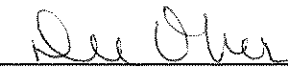
SECONDED: MR. RAVITZ

NAYS: NONE

APPROVED BY:


Michael Mignogna, Mayor

I, Dee Ober, Clerk of the Township of Voorhees, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Mayor and Township Committee at their meeting of August 15, 2022, held remotely, via a ZOOM link provided on the township website.


Dee Ober, RMC
Township Clerk