

CONTRACT FOR POLICE SERVICES
BOROUGH OF WENONAH
JUNE 1, 2018, THROUGH DECEMBER 31, 2023

WHEREAS, the Borough of Wenonah ("Wenonah"), a municipal corporation of the State of New Jersey, desires to contract with the Township of Mantua ("Mantua"), a municipal corporation of the State of New Jersey, for the furnishing of police protection within its municipality pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65A-1, et seq.; and

WHEREAS, Borough of Wenonah seeks to provide the same level of law enforcement services that has been in effect for its municipality; and

WHEREAS, the legislature of the State of New Jersey has sought to encourage its political subdivisions to cooperate as evidenced by the enactment of N.J.S.A. 40A:65-1, et seq.; and

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes local units of government to enter into contracts with other local units of government for the provisions of services; and

WHEREAS, it is in the best interest of each party to enter into a Shared Services Agreement for the provisions of law enforcement services; and

WHEREAS, the parties have discussed the terms and conditions of the Mantua providing complete police protection to Wenonah; and

WHEREAS, Wenonah has chosen to eliminate and dissolve (and expressly not "merge") its existing Police Department.

Now, therefore, in consideration of the foregoing premises, the undersigned parties hereby agree as follows:

1. TERM. Mantua agrees to provide, through its police department, police services to Wenonah for the term June 1, 2018, through December 31, 2023.

2. COST. Wenonah shall pay Mantua according to the following schedule for all police services set forth herein:

2018:	\$320,833.33 (6/1 to 12/31)
2019:	\$550,000 (1/1 to 12/31)
2020:	\$561,000 (\$275,000 for 1/1 to 6/30 and \$286,000 for 7/1 to 12/31 (includes 4% increase as of 7/1))
2021:	\$583,440 (\$286,000 for 1/1 to 6/30 and \$297,440 for 7/1 to 12/31 (includes 4% increase as of 7/1))
2022:	\$603,803.40 (\$297,440 for 1/1 to 6/30 and \$306,363.40 for 7/1 to 12/31 (includes 3% increase as of 7/1))

2023: \$621,917.30 (\$306,363.40 for 1/1 to 6/30 and \$315,553.90 for 7/1 to 12/31 (includes 3% increase as of 7/1))

3. PAYMENT DATES. Payments shall be made in four quarterly installments due on February 1, April 1, July 1 and October 1.

4. PENSION PAYMENTS. With regard to any police officers formerly employed by Wenonah but hired by Mantua in connection with this agreement, Wenonah shall be responsible for all employer required payments to the Police and Fireman's Retirement System (FRS) attributable during employment with the Borough of Wenonah and Mantua shall be responsible for such obligations on and after the date of employment with Mantua.

5. SPECIAL EVENT COVERAGE. Wenonah agrees that if it makes any requests for Mantua for special events, other than for the annual Fourth of July Parade; two (2) Municipal Alliance Luncheons at Telford Inn; Easter Egg Hunt; Memorial Day Parade; Wenonah Lake Night and the Fair; it will pay Mantua in accordance with the Mantua special duty fee schedule. Services for such special events beyond the scope of this agreement will be fulfilled with Special Duty Officers and Wenonah, or a non-governmental entity hiring the special duty officers, will be charged accordingly, provided there is available staff. If sufficient Mantua officers are not available, Mantua Police Department will request assistance from the Gloucester County Sheriff's Department or another police department.

6. STAFFING LEVELS. It is understood by both parties that the staffing levels of the police staff is presumed to remain at levels necessary to provide the agreed upon services.

7. AMENDMENT. Wenonah and Mantua may amend this agreement by resolution, at any time, to formalize any negotiation for a mutually agreed upon additional, but unanticipated expense, related to this agreement but not defined herein.

8. EFFECTIVE DATE. Wenonah and Mantua agree that this agreement shall be effective 12:01 A.M. prevailing time on June 1, 2018, or on such date thereafter when all necessary resolutions are adopted by both municipalities approving this agreement in full. This contract shall remain in effect until December 31, 2023, 11:59 P.M.

9. COVERAGE. Mantua, as agent for Wenonah, shall assume all responsibility for police protection and coverage in and for Wenonah. All rules and regulations pertaining to Mantua's Police Department shall be promulgated and enforced by Mantua. Mantua will be responsible for the supervision, administration, personnel training and all other responsibilities for Crossing Guard Services including the payment of wages, salaries, compensation, benefits and equipment relating to Crossing Guard Services. Mantua shall have sole responsibility for the hiring, termination or discipline of Crossing Guards with Mantua to provide, however, a preference in hiring of Wenonah residents to perform such services in Wenonah. All Crossing Guards shall, for the purposes herein, be considered employees of the Township of Mantua. Shall Wenonah determine it wishes to increase

the number of crossing guards, Wenonah shall pay all additional costs associated with the employee.

10. POLICE POWERS. Mantua shall have full powers of performance and maintenance of the police coverage and protection services and full powers to undertake any ancillary police operations necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement, including all powers of enforcement and administrative regulations applicable in Wenonah. However, no rule or regulation shall be established which shall in any way differentiate between the police protection and coverage provided to Mantua and to Wenonah, nor shall any policy, written or unwritten, be made which shall in any way provide unequal police protection. Mantua's police protection and coverage shall be the same in all manners and respects for Mantua and Wenonah.

11. BUDGETARY ISSUES.

(a) Mantua shall annually budget adequate and sufficient monies or funds for professional police protection and coverage for Mantua and for Wenonah for the term of this Agreement.

(b) Notwithstanding the provisions of Paragraph (a) of this Section 12, 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 Mantua to offset Wenonah's share of such increased costs. In the event the parties cannot agree on the terms of an amendment to this Agreement to cover the supplemental compensation, the matter shall be submitted to binding arbitration.

(c) In the further event that Wenonah requests additional law enforcement services which are clearly not contemplated by Mantua at the present time, and which would also result in a substantial increase in the Mantua's cost due to the purchasing additional equipment, the hiring additional personnel, the provision of additional patrols on a permanent basis, and/or the addition of foot or bicycle patrols on a regular basis, the parties may agree to adjust the services provided so long as the Wenonah pays the actual costs incurred by Mantua in providing the additional services.

12. CONDITIONS. This Agreement shall be effective and performance of police coverage and protective services provided for herein shall commence at 12:01 A.M. on June 1, 2018, subject to: (1) Adoption of final Resolutions as required, by Mantua and Wenonah approving the execution of this Agreement; (2) full execution of this Agreement by all parties; and (3) Mantua receiving written confirmation from Wenonah that Wenonah has adopted an Ordinance needed to dissolve Wenonah's existing Police Department.

13. TERMINATION NOTICE. In the event that either party seeks to terminate this Agreement, said party shall provide at least one year's written notice in advance of the termination, except that the Agreement may not be terminated prior to January 1, 2021, absent a showing of good cause. In the event that either party does not wish to renew this Agreement, said party shall provide at least one year's written notice, then they are bound to commence good faith negotiations for the renewal of this Agreement on or about April 1, 2023.

14. EQUIPMENT. Wenonah shall provide, transfer and convey to Mantua all right, title and interest of Wenonah in the equipment and personally identified on the "Equipment List" attached hereto as Exhibit "A." Wenonah shall receive a credit not to exceed \$48,000.00 for all the equipment set forth in the Equipment List. This credit shall be applied equally over the first six (6) quarterly payments in the amount of \$8,000.00. Mantua shall be solely responsible for all future costs associated with any and all capital expenditures needed to maintain and/or upgrade its police force and other general operating expenses of a day-to-day nature. This is consistent with the objective of this Agreement, that the Borough of Wenonah is disbanding its existing police force and engaging Mantua to provide police coverage consonant with an inter-municipal agreement for services. The following vehicles will be purchased by Mantua from Wenonah: 2010 Ford Expedition, 2015 Ford Taurus, 2011 Crown Victoria.

15. EVIDENCE AND RECORDS. Wenonah agrees to have all evidence/property inventoried and, prior to the enactment of this agreement, dispose of any and all evidence/property in a manner consistent with the rules of evidence. Wenonah also agrees to maintain all Police records prepared prior to the commencement of this agreement to include but not limited to; all Investigation reports, complaint dispatch incident reports, arrest reports, motor vehicle crash reports, missing person's reports and; all discovery and OPRA requests and costs shall be the sole responsibility of Wenonah for review and dissemination to the requesting entity.

16. CHIEF.

(a) Mantua's Chief of Police, who, under Mantua's form of government and New Jersey State Law, has the duty and responsibility for control of Mantua's police department, shall continue to have the duty and responsibility for said control and coverage as concerning Wenonah. The Chief shall advise Mantua and Wenonah immediately of any or all changes in police rules, regulations, or policy that could in any way materially affect police coverage or protection to Wenonah or its residents and inhabitants as contracted for hereunder. In the event an objection is raised by Wenonah respecting any such changes in police rules, regulations or policy, or there arises any other disputes or questions between the parties as to interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the services and other responsibilities contracted for hereunder, the Chief shall meet with the Mayors of Wenonah and Mantua to resolve the matter. If the

parties cannot reach an agreement on such changes, disputes or questions, Court Judge to resolve such changes, disputes, or questions. The New Jersey Rules of Evidence shall apply in any arbitration necessitated under this Agreement and the Arbitrator 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 Wenonah to Mantua for payment of services performed by Mantua pursuant to this Agreement, Wenonah shall continue, pursuant to N.J.S.A. 40:8A-7, to make payments to the provider in as set forth herein in paragraph 1(a) herein until a final, unappealable determination that the amount due was less than what was actually so paid, in which event Mantua shall forthwith repay the excess. In any arbitration proceedings brought pursuant hereto, in the event the Arbitration finds one party to have been solely in default, shall award costs and attorneys' fees to the prevailing party. In all other cases, the parties shall equally split the costs of the Arbitrator and proceeding and bear their own attorneys' fees.

(b) Mantua's Chief of Police shall make himself available, at such reasonable times required by Wenonah and directed by Mantua, for the purpose of providing status reports regarding police coverage and issues involving or affecting Wenonah including having himself or a designated member of his command staff attend the monthly meeting of Wenonah Borough Council.

17. ASSIGNMENT. Mantua and Wenonah agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed in writing by both parties and with proper official public action.

18. REPORTING. Mantua's Police Chief, with the assistance of other members of Mantua's Police Department who may be detailed for that purpose, will submit a monthly report on policy activity within Wenonah utilizing the same format as submitted to Mantua in accordance with New Jersey Law. Wenonah may from time-to-time, require additional information from the police department. Wenonah may request the additional information from Mantua, who will review the request and direct the police department accordingly.

19. INSURANCE. It is recognized and understood that Mantua and Wenonah participate in the Tri-County Joint Insurance Funds (JIF). Final approval of this Agreement by Mantua and Wenonah is subject to each obtaining assurance of coverage by their respective insurance carriers and that each will name the other as additional insured on any appropriate insurance policies it separately maintains. Mantua will name Wenonah as additional insured for General Liability and Police Professional Liability only. Wenonah will name Mantua as additional insured for General Liability. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event Mantua ceases to participate in the JIF, such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party. In the event Wenonah changes insurance

carriers, Wenonah shall provide alternative insurance comparable to what is in place as of the date of this Agreement and is subject to Mantua's reasonable approval.

20. AUTHORITY. The Mantua Township Police Department shall be under the exclusive authority and control of Mantua. Wenonah shall not provide any direction or instruction to or discipline or reprimand any member of the Mantua Township Police Department. All complaints, instructions, requests or other lines of communication shall be through the Township of Mantua and/or Administrator. Wenonah shall further designate one of its Councilpersons, together with its Mayor, and/or the assigned representative as its representatives for all communications with Mantua regarding the provision of law enforcement services under this Agreement. Nothing contained in this Section shall prevent the designated Councilperson or Mayor from Wenonah from contacting the Chief of Police or his/her designee with information or suggestions regarding law enforcement problems so long as the Mantua Township Mayor and/or Administrator are made aware of such contacts and the substance thereof.

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

22. COVERAGE. Mantua shall provide 24-hour per day 7-day per week coverage law enforcement services to Wenonah as provided herein. However, Mantua shall retain the right, throughout the duration of this Agreement, to increase or decrease its staffing levels as it deems appropriate to meet its needs, provided that no such changes in staffing alter any of the obligations of either party under this Agreement. The parties hereto expressly intend and recognize that this agreement does not provide for the "joint provision of law enforcement services," as contemplated by N.J.S.A. 40A:8A-6.1. As a result, thereof, Mantua shall not be responsible for the police officers presently employed by Wenonah. Wenonah further agrees to indemnify, defend and hold Mantua harmless from and against any and all claims of the current Wenonah police officers. Such indemnification shall apply to any and all costs incurred by Mantua including, without limitation, the payment of any additional wages or damages to any of the Wenonah police officers.

23. OVERTIME. The consideration paid by Wenonah to Mantua shall remain fixed in the amounts set forth on Paragraph 3 above. Mantua shall be precluded from making any "charge-backs" or similar invoicing to Wenonah for any overtime required to meet the obligations of Mantua as provided for herein, except for special event coverage as described in paragraph 5 above.

24. INDEMNIFICATION. Wenonah agrees to indemnify and hold Mantua, 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 herein of any presently or previously employed police officers of Wenonah. Wenonah shall pay all costs and reasonable attorney's fees in any such defense of such claims, lawsuits, allegations, cross-claims, third-party claims, demands, liens for payment, and other legal actions. Wenonah shall have the right to select legal counsel to defend such claims.

25. MAPS. Wenonah shall provide to Mantua current street maps for Wenonah updated periodically as necessary and shall further post and maintain all street signs in Wenonah. Wenonah will furnish Mantua with an electronic copy of the Wenonah Municipal Code for use in enforcing Wenonah's local ordinances and will provide ongoing supplements as necessary.

26. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.

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

28. NOTICE. When notice is given, required, or permitted to be given by any party or to any party, such notice shall be deemed to have been sufficiently given, if written, deposited in the certified or registered mail, return receipt requested, addressed to the party for whom it is to be given at the address hereinafter set forth; provided if such a demand, request or other communications are sent by mail they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered. Any party may change its respective address by written notice in accordance with this paragraph.

SIGNATURE PAGES TO FOLLOW

JENNICA BILECI, MPA, RMC
Mantua Township
401 Main Street
Mantua Township, NJ 08051

Witness:

PEETE SCIRROTTTO, MAYOR
Mantua Township
401 Main Street
Mantua Township, NJ 08051

As to Township of Mantua

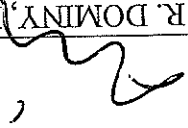
KAREN SWEENEY, RMC/CMR
Wenonah Borough
1 South West Avenue
Wenonah, NJ 08090

Witness:

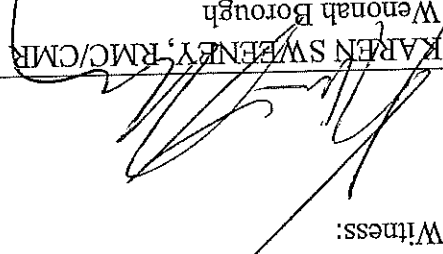
JOHN R. DOMINY, MAYOR
Wenonah Borough
1 South West Avenue
Wenonah, NJ 08090

As to Borough of Wenonah:

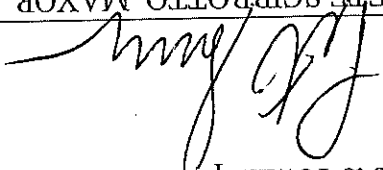
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26 day of April, 2018.



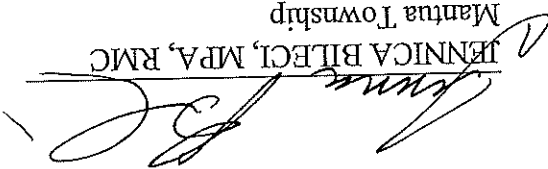
JOHN R. DOMINY, MAYOR
Wenonah Borough
1 South West Avenue
Wenonah, NJ 08090

Witness:


KAREN SWEENEY, RMC/CMB
Wenonah Borough
1 South West Avenue
Wenonah, NJ 08090

As to Township of Mantua


PETE SCIRROTTO, MAYOR
Mantua Township
401 Main Street
Mantua Township, NJ 08051

Witness:


JENNICA BILBICI, MPA, RMC
Mantua Township
401 Main Street
Mantua Township, NJ 08051

RESOLUTION NO. 2018-44

**BOROUGH OF WENONAH
COUNTY OF GLOUCESTER**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF WENONAH AND THE TOWNSHIP OF
MANTUA FOR POLICE SERVICES**

WHEREAS, THE Borough of Wenonah ("Wenonah") and the Township of Mantua ("Mantua") have determined it is in their mutual best interests to enter into an Agreement wherein Mantua shall provide police services for Wenonah; and

WHEREAS, Wenonah and Mantua have analyzed the cost and savings to both municipalities that will be realized by entering into this Agreement and determined that the residents of both municipalities will benefit; and

WHEREAS, said Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c.63 (C:40A:65-1, et seq.), but is expressly not to be considered a merger as Wenonah has chosen to disband and dissolve its Police Department.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Wenonah, County of Gloucester and State of New Jersey, that the Borough herein authorizes the execution of a Shared Services Agreement between the Borough of Wenonah and the Township of Mantua to have Mantua provide police services under the terms set forth in the Agreement attached hereto as Exhibit "A."

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk of the Borough of Wenonah be and are hereby authorized to execute said Agreement and take any other necessary action to effectuate the purposes of this resolution.

ADOPTED at a regular meeting of the Borough Council of the Borough of Wenonah held on April 26, 2018.

BOROUGH OF WENONAH

JOHN R. DOMINY, Mayor

ATTEST:

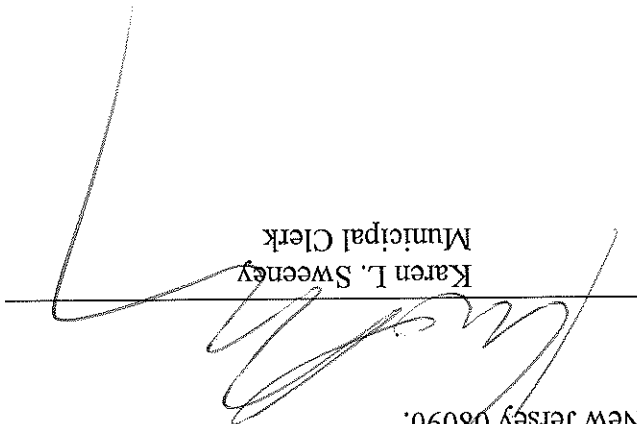
KAREN L. SWEENEY, Municipal Clerk

{00149652}

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Council of the Borough of Wenonah, County of Gloucester, State of New Jersey, at a meeting held by the same on April 26, 2018 in the Borough's Municipal Building, 1 South West Avenue, Wenonah, New Jersey 08090.

Karen L. Sweeney
Municipal Clerk

A handwritten signature in dark ink, appearing to read 'Karen L. Sweeney', is written over a horizontal line. The signature is fluid and cursive.

APPENDUM

WHEREAS, the Township of Mantua (Mantua) and the Borough of Wenonah (Wenonah) have previously entered into an agreement for Mantua to provide police services to Wenonah; and

WHEREAS, Mantua and Wenonah now are amending the contract to comply with the May 11, 2018 ruling of Assignment Judge Benjamin Telsey, A.J.S.C.

NOW THEREFORE, the contract is amended to provided that:

The agreement shall 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 the ordinance authorizing the agreement is adopted, and none of those law enforcement officers shall be terminated, except for cause; provided, however, this provision shall not be construed to prevent or prohibit a merged law enforcement entity from reducing force as provided by law for reasons of economy and efficiency.

In the event that the May 11, 2018 ruling is subsequently reversed, vacated or otherwise modified, the proceeding provision shall be deemed null and void.

NOW THEREFORE, the contract is additionally amended to provide that:

Paragraph 1. **TERM** is revised so that the term shall run from June 1, 2018 until December 31, 2028; and

Paragraph 2. **COST** is revised so that the cost shall increase by 2.5% effective July 1 of years 2024 through 2028.

Karen L. Sweeney, Municipal Clerk
Borough of Wenonah

John R. Dorniny, Esq., Mayor
Borough of Wenonah

Jennica Bileci, Township Clerk
Township of Mantua

Pete Scirrotto, Mayor
Township of Mantua

RESOLUTION NO. 2018-54

**BOROUGH OF WENONAH
COUNTY OF GLOUCESTER**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF WENONAH
AMENDING THE AGREEMENT BETWEEN THE BOROUGH OF WENONAH AND
THE TOWNSHIP OF MANTUA FOR POLICE SERVICES**

WHEREAS, The Borough of Wenonah ("Wenonah") has approved a shared services agreement with the Township of Mantua ("Mantua") on April 26, 2018; and

WHEREAS, Wenonah and Mantua wish to make an amendment to the Contract.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Borough Council of the Borough of Wenonah, County of Gloucester and State of New Jersey, that the Borough herein authorizes the amendment of the Agreement between the Borough of Wenonah and the Township of Mantua to have Mantua provide police services under the terms set forth in the Agreement attached hereto as Exhibit "A."

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk of the Borough of Wenonah be and are hereby authorized to execute said Amendment to the Agreement and take any other necessary action to effectuate the purposes of this resolution.

ADOPTED at a regular meeting of the Borough Council of the Borough of Wenonah held on May 24, 2018.

BOROUGH OF WENONAH

JOHN R. DOMINY, Mayor

ATTEST:

KAREN L. SWEENEY, Municipal Clerk