

**TEMPORARY SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF WOODBURY HEIGHTS AND THE CITY OF WOODBURY FOR THE
CITY OF WOODBURY
TO PROVIDE ADMINISTRATIVE OVERSIGHT AND POLICE COVERAGE
PROTECTION TO AND FOR
THE BOROUGH OF WOODBURY HEIGHTS**

This temporary **SHARED SERVICES AGREEMENT** (herein referred as the “Agreement”) is made this ____ day of May, 2022 by and between the Borough of Woodbury Heights, County of Gloucester, a municipal corporation in the State of New Jersey, with offices located at 500 Elm Ave., Woodbury Heights, NJ 08097, hereinafter referred to as “Borough”, and the City of Woodbury, County of Gloucester, a municipal corporation of the State of New Jersey, with offices located at 33 Delaware Street, Woodbury, NJ referred to as the “Provider.”

WITNESSETH

WHEREAS, it is deemed to be in the best interests of the residents of the City of Woodbury (Provider) and the Borough (Woodbury Heights) to enter into a temporary 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.22-2022 adopted on May 11, 2022, and Resolution No. 64-2022 adopted on May 18, 2022, the Provider and the Borough authorized entry into the temporary Shared Service Agreement between the parties; and

WHEREAS, the Borough of Woodbury Heights desires to ensure the continued safety and welfare of its residents by implementing temporary administrative oversight of the Borough Police Department and 24/7 police protection within the Borough due to recent unforeseen circumstances affecting the Borough Police Department due to issues related to retirement, injury, and legal matters affecting the Chief of Police, as well as Officers of the Borough Police Department; and

WHEREAS, the Shared Services Act permits and provides a mechanism for contracting between local units such as the Provider and the Borough for shared administrative oversight and 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 certified, qualified and able to provide the Borough’s police coverage and protection in accordance with the terms set forth herein; and

WHEREAS, the Provider and the Borough wish to memorialize herein their Shared Services Agreement for the provision of Provider rendering administrative oversight, police coverage, and protection to the Borough on an as needed basis, subject to the discretion and approval of the City of Woodbury Chief of Police, or his authorized designee; and

WHEREAS, the Borough has determined that in light of the reduction in force of the Borough Police Department membership, the Borough residents must 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 the Borough and the Borough does hereby agree to designate Woodbury Chief of Police, Thomas Ryan, as the "Officer in Charge" (hereinafter "OIC") of the Borough of Woodbury Heights Police Department, effective immediately, who shall have exclusive authority to provide any and all responsibilities and duties of the OIC for the Borough Police Department, which duties and responsibilities may be assigned by Chief Ryan, in his discretion, to a designee from his department during the term of this agreement.

(b) The Provider and specifically Chief Ryan, or his designee, in their capacity as the OIC for the Borough, shall also assign and provide police protection and coverage to the Borough on an as needed basis in their discretion, as set forth in this temporary Shared Services Agreement.

(c) The initial term hereof shall be for three months, commencing on May 19, 2022 through August 19, 2022 and the parties may extend this agreement by mutual written consent for additional periods of thirty (30) days depending upon the needs and manpower of the Borough.

(d) The Provider and specifically Chief Ryan as the OIC and agent for the Borough, shall assume any and all duties and responsibilities to ensure administrative oversight of the Borough Police Department, as well as police protection and police coverage responsibilities in and for the Borough as Chief Ryan or his designee shall deem appropriate in the best interests of the Borough and Borough Police Department. All rules and regulations pertaining to the Borough's Police Department, including discipline, shall be promulgated and enforced by Chief Ryan or his designee.

(e) In the event Provider/Chief Ryan determines that a Borough Officer scheduled to patrol the Borough is unavailable for a particular shift and an off-duty Borough Officer is unavailable and/or refuses to fill a particular shift for off-duty time within the Borough, then and in that event Chief Ryan may deploy an off-duty Woodbury Officer to the Borough to fill the shift, the cost of which shall be assumed by the Borough. Provider shall provide the Borough with an invoice of all such shifts covered by Provider to the Borough monthly, which the Borough shall promptly pay to Provider.

2. The Provider and specifically Chief Ryan as the OIC and agent for the Borough 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 his duties, obligations and responsibilities under this Agreement or mandated by New Jersey Law, including all powers of enforcement and administrative regulations applicable in the Borough, which may be assigned to a designee of Chief Ryan in his discretion.

3. (a) In the event that either party seeks to terminate this Agreement, said party shall provide at least 30 days written notice in advance of the date of the termination, except that the Agreement may not be terminated prior to August 19, 2022.

(b) Chief Ryan or his designee will provide regular updates by way of a written police report (at a minimum monthly) to the Borough Public Safety Chairman regarding Police services. It will be the Borough's responsibility to communicate any and all information regarding Police services to its residents.

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

4. Chief Ryan, or his designee, shall coordinate, schedule and provide off-duty "special event coverage", including construction detail and sporting or special events in the Borough and the Borough shall be responsible for scheduling, billing, collection and payment for such services.

5. By way of further explanation, police coverage assigned by Chief Ryan in his discretion, or his designee, to the Borough on an as needed basis may also include the following:

- All other Chief of Police and 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;
- All services related to domestic violence incidents, including, but not limited to a Domestic Violence Response Team;

- All detective and investigative service, 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 Borough 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.

6. Provider and specifically Chief Ryan shall be solely responsible for the training, hiring, firing, and discipline of police personnel and staff in consultation with the Mayor and Borough Council.

7. The Provider and the Borough 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.

8. Provider and specifically Chief Ryan, 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 Borough utilizing the same format as submitted to Provider in accordance with New Jersey Law. The Borough may from time to time, request additional information from the Police Department. The Borough may request the additional information from Provider, which will review the request and direct the Police Department accordingly.

9. 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.

10. The Borough of Woodbury Heights Police Department shall be under the exclusive jurisdiction, authority and control of Provider's Chief of Police, Thomas Ryan, as the Borough's OIC, or his designee. All complaints, instructions, requests or other lines of communication shall be through the Borough Mayor and/or Administrator by the Borough, or such other chief administrative officers as may be designated from time to time. The Borough shall further designate one of its Councilpersons, 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 Councilperson or Mayor from the Borough from contacting Chief Ryan, or his/her designee, with information or suggestions regarding law enforcement problems so long as

the Provider is made aware of every such contact, including the substance thereof. However, it is strongly encouraged that the Borough's representatives make all requests through Provider's designated contact.

11. Provider and specifically Chief Ryan in his discretion shall retain the right, throughout the duration of this Shared Service Agreement, to increase or decrease the Borough's staffing levels as he, or his designee, shall deem appropriate to meet the needs of the Borough. The Borough agrees to indemnify, defend and hold the Provider harmless from and against any and all claims of the current Borough police officers until this Shared Service Agreement takes effect.

12. The Borough 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 Borough prior to the effective date of this Shared Service Agreement. Following the effective date of this Shared Service Agreement, the Borough 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.

13. The Borough shall provide to the Provider a current street map for the Borough of Woodbury Heights, updated periodically as necessary, and shall further post and maintain all street signs in the Borough. The Borough will furnish the Provider with one (1) complete copy of the Borough's Municipal Code for use in enforcing the Borough's local ordinances and will provide ongoing supplements as necessary.

14. 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.

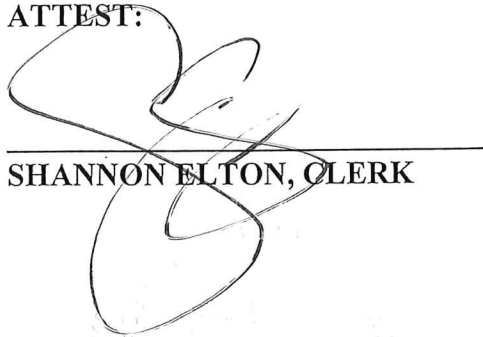
15. The Provider shall also provide administrative support and police support personnel, with all administrative functions necessary to carry out the duties and responsibilities required by the terms of this Shared Service Agreement including, but not limited to evidence storage, record retention, report generation, and chain of custody duties on an as needed basis determined by Chief Ryan, or his designee, in their discretion.

16. 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.

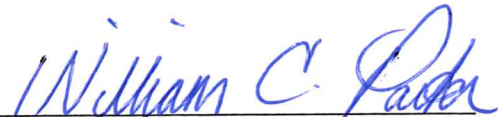
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective Mayors and their corporate seals affixed hereto and attested by their respective Clerks the day and year first above written.

ATTEST:


SHANNON ELTON, CLERK

BOROUGH OF WOODBURY HEIGHTS

BY:

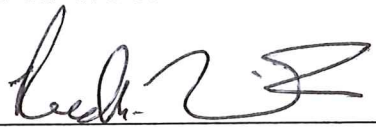

WILLIAM C. PACKER, MAYOR

ATTEST:


CASSIDY L. SWANSON, ACTING CLERK

CITY OF WOODBURY

BY:


REED MERINUK, COUNCIL PRES.