

SHARED SERVICES AGREEMENT

BETWEEN

**THE TOWNSHIP OF FRANKLIN,
GLOUCESTER COUNTY, NEW JERSEY**

AND

**THE BOROUGH OF BUENA,
ATLANTIC COUNTY, NEW JERSEY**

FOR THE PROVISION OF POLICE PROTECTION

PREAMBLE

This Shared Services Agreement (“Agreement”), effective 11:59 pm on December 31, 2022, between the TOWNSHIP OF FRANKLIN (hereinafter referred to as the “Township”), with administrative offices located at 1571 Delsea Drive, Franklinville, New Jersey; and the BOROUGH OF BUENA (hereinafter referred to as the “Borough”), with administrative offices located at 616 Central Avenue, Minotola, New Jersey; represents the complete and final understanding on all bargainable issues between the parties. This Agreement to provide Police Services is duly authorized by Resolution No. _____, passed by a Majority vote of the Franklin Township Committee on April 12, 2022; and by Ordinance No. _____ and Resolution No. _____, passed by a Majority vote of the Council of the Borough of Buena on April 11, 2022.

WITNESSETH:

WHEREAS, it is in the best interests of the residents of the Township and Borough to enter into this Agreement pursuant to N.J.S.A. 40A:65-1, et seq, (the “Shared Services Act”) to enable the Township to provide protection and coverage through the Township’s Police Department to the Borough; and

WHEREAS, the Shared Services Act allows for contracting between local units, such as the Township and Borough, for police coverage and protection by entry into a shared services agreement; and

WHEREAS, the Borough wishes to ensure the safety and welfare of its residents by having police protection and continuous coverage on a 24-hour per day, 7-day per week basis, which is economical, safe and prudent; and

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

WHEREAS, the Borough has determined its residents will be provided with police protection services at a significant savings by entering into this Agreement with the Township;

NOW THEREFORE, in consideration of the mutual promises and covenants of each to other, and for other good and valuable consideration, the parties do hereby agree as follows:

1. CONTRACT TERM

The initial term hereof during which police protection services will be provided by the Township to the Borough shall be for ten (10) years, commencing on December 31, 2022, at 11:59pm., and ending on December 31, 2032.

2. SCOPE OF SERVICES

2.1 Effective December 31, 2022, at 11:59pm, or on a date earlier as provided in Section 5 below, the Township shall provide professional police protection services as set forth in this Agreement on a 24-hour, 7-day per week basis to the Borough.

2.2 It is understood and agreed that the Township shall have full powers of performance and maintenance of the police coverage and protection services and full powers to undertake any ancillary police operations necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement, including all powers of enforcement and administrative regulations applicable in the Borough. It is the intent of the parties hereto that the Township's police protection and coverage provided to the Borough shall be similar to that which is provided to the Township, and that adequate coverage shall be provided to both Municipalities.

2.3 It is further understood and agreed that the Township's Police Department shall be under the exclusive authority and control of the Township. The Borough shall not provide any direction or instruction to, nor shall it discipline or reprimand, any member of the Township Police Department. All complaints, instructions, requests or other lines of communication shall be through the Borough's Public Safety Director's office. The Borough shall also, in addition to the Borough Public Safety Director, designate one of its Council members, together with its Mayor, or his/her designee, as its representative for all communications with the Township regarding the provision of services under this Agreement. Nothing contained in this paragraph shall prevent the designated Council members, or Mayor from the Borough from contacting the Chief of Police, or his/her designee, with information or suggestions regarding police protection services issues so long as the Township Public Safety Director's Office is made aware of such contact and the substance thereof.

2.4 There shall be a monthly meeting to discuss the terms of this Agreement and the nature of police services being provided by the Township to include the following participants: Chief of Township Police Department; Township Public Safety Liaison; Borough Public Safety Director; and Borough Mayor. Participants may designate an attendee to participate on his or her behalf. Said meeting shall be held during regular business hours at the Borough's Municipal Building at a mutually convenient time.

2.5 By way of further explanation, police services provided by the Township shall include, but not be limited to:

2.5.1 All police patrol functions including, but not limited to, property checks; vacant home checks; burglar/fire alarms; Fire Department and First Aid Squad assists; initial investigations of crimes and offenses; radar

enforcement; motor vehicle accident investigations and reporting; DUI roadblocks; alcohol breath test machines and operators, comparable as provided to the Township and proportional to the respective geographic areas; populations and police related incidents;

2.5.2 All detective and investigative services, including, but not limited to, crime scene investigations; criminal complaint intakes; interviews; investigations and charging; background checks on current or prospective Borough employees; fingerprinting; and evidence identification and storage for cases commencing after the inception of this Agreement, with the Borough maintaining any and all liability for evidence collected and stored prior to January 1, 2018, the prior Agreement;

2.5.3 Participation and attendance at court proceedings in connection with charges, summonses and other enforcement actions;

2.5.4 The Township shall staff and operate a satellite office at the Borough's Municipal Building to support and carry out the office services as determined by the Chief of Police.

2.6 The Township's Chief of Police, with the assistance of other members of the Township's Police Department who may be detailed for that purpose, shall submit a monthly report of police activity by the fifteenth or each month for the previous month to the Borough Clerk, the Borough Public Safety Director, and the Mayor, and shall provide one police officer to attend a monthly meeting of the Borough Council to provide a report on police activity. The Borough may, from time-to-time, request additional information from the Chief of Police, who will review the request and direct the Police Department accordingly.

2.7 The Borough shall not be responsible for any wear and tear on Township vehicles nor shall it be responsible for maintenance on said vehicles or for any damages that may occur to said vehicles in the performance of police services, or any additional sums in excess of the amount provided for in this Agreement.

2.8 The Township shall annually budget adequate and sufficient monies or funds for professional police protection and coverage for the Township and for the Borough for the term of this Agreement.

3. TOWNSHIP'S RESPONSIBILITIES

3.1 The Township will coordinate with the Borough's Fire Department, Office of Emergency Management and local rescue/emergency units to ensure safe and proper operations.

3.2 The Township will hire and/or maintain sufficient police officers to provide the police protection services to the Borough as provided herein. However, the Township shall provide a minimum of one (1) police officer to conduct patrols within the Borough at any given shift period so that there is a physical police presence in the Borough throughout the duration of this Agreement at all times.

3.3 As part of the contract costs, the Township shall provide a minimum of one crossing guard to be located at intersections identified by the Borough for a period of time of one hour prior to the start of the school day and starting at dismissal from the school day and for one hour after. Crossing guards are employees of the Township and serve under the direction of the Chief of Police.

3.4 The Township shall be responsible to respond to all OPRA requests seeking police records for the time period starting January 1, 2018, until the completion of this contract. The Borough shall be required to forward to the Township Clerk any such requests on the date

they are received. The Township shall be responsible for all attorney's fees incurred.

4. BOROUGH'S RESPONSIBILITIES

4.1 The Borough shall provide to the Township a copy of the current street map for the Borough, shall update the street map periodically and provide updated copies as necessary, and shall further post and maintain all street signs in the Borough. The Borough will furnish the Township with a complete copy of the Borough's Municipal Code for use in enforcing the Borough's local ordinances and will provide ongoing supplements as necessary.

4.2 The Borough shall be under the exclusive authority and control of the Township with regard to police services. The Borough shall not provide any direction of, instruction to, or discipline or reprimand any member of the Township Police Department. All complaints and instructions shall be with the Police Chief.

4.3 The Borough shall provide office space in its Municipal Building for use by the Township as a Police Substation and shall provide same as a furnished office, including furniture and computers.

5. PAYMENT

5.1 The Borough shall compensate the Township in the following amounts:

2023	\$1,097,908.00
2024	\$1,119,866.00
2025	\$1,142,263.07
2026	\$1,165,108.00
2027	\$1,188,410.01

In January 2027, the Township of Franklin shall provide a full cost calculation to provide the Shared Services Agreement to the Borough of Buena. Franklin and Buena shall then negotiate the rate for years 2028, 2029, 2030, 2031, and 2032.

These payments compensate the Township for any and all services provided

under this Agreement. Said payments shall be all-inclusive of any and all wages, withholdings, pension, insurance, taxes, expenses, costs, such that all services shall be provided herein without any additional costs being assessed against the Borough. Any and all Court Agreements are separate from this Agreement, and the Borough shall retain all monies, fines, fees and grants generated as a result of any and all Municipal Court proceedings wherein the Township police are responsible for issuing summonses.

5.2 In no event shall the Borough be responsible for any payments in excess of those set forth herein, nor any increases in the Township's costs for its Police Department, including, but not limited to, foreseen or unforeseen increases in employee wages, salaries, pension billable to Franklin Township, health and other benefits and any costs of supplies, goods and/or services.

5.3 The Township will invoice the Borough on a quarterly basis for one-fourth of the annual amount. The Borough will be billed for March, June, September and December. If the Borough does not pay the quarterly invoice within forty-five (45) days of submission, the Township reserves the right to withhold services under this Agreement provided that prior to withholding services for non-payment, the Township shall provide written notice to the Borough of any alleged non-payment and that the Borough shall have fifteen (15) days from receipt of said notice within which to make any payment(s) due.

6. EMPLOYEE COMPENSTION AND INSURANCE

The Township shall be solely responsible for all liability insurance, worker's compensation insurance, disability insurance, payroll, medical benefits, pension payments billable to Franklin Township, unemployment, social security, withholding, and any and all other expenses related to employee compensation or benefits, as well as the training, hiring, firing and discipline of all police personnel and staff, including all expenses and costs associated therewith.

7. INSURANCE AND INDEMNIFICATION

7.1 The Borough shall not be liable for any negligent, careless, reckless and/or intentional acts or omissions of the Township, its officers, agents, servants, employees and/or representatives; and the Township shall defend, indemnify and hold harmless the Borough, its officers, agents, servants, employees and/or representatives, from any and all demands, claims, suits, actions, damages or costs of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the rendering of any and all services provided pursuant to this Agreement by the Township, its officers, agents, servants, employees and/or representatives. It is understood and agreed that the indemnification provided for herein shall include payment of attorney's fees and costs, if any, incurred in connection with the defense of any claim made by a third person incident to such negligence, carelessness, recklessness and/or intentional acts or omissions. It is further understood and agreed that this provision shall survive the termination of this Agreement.

7.2 It is recognized and understood that the Borough and the Township are members of and participate in their respective Joint Insurance Funds ("JIF") and that this Agreement is subject to each party naming the other as an additional insured on any appropriate insurance policy it separately maintains. Specifically, the Township agrees to name the Borough as an additional insured for General Liability and Police Professional Liability; and the Borough will name the Township as an additional insured for General Liability. Upon execution of this Agreement, each party shall provide the other with a Certificate of Insurance evidencing the above coverage and naming the other as an additional insured.

7.3 In addition to General Liability and Police Professional Insurance, Township shall be solely responsible for worker's compensation insurance, disability insurance, payroll, medical

benefits, pension payments billable to Franklin Township, unemployment, social security, withholding, any and all other expenses related to employee compensation or benefits; and the training, hiring, firing, and discipline of police personnel and staff, including all incidental expenses and costs that accompany same from the effective date of this Agreement.

8. AUTHORIZATION

Each municipality represents that the execution, delivery and performance of this Agreement has been authorized by its respective governing body, does not require any consent, approval or referendum of the voters, and does not violate any judgment, order, law or regulation applicable to either municipality.

9. MISCELLANEOUS

9.1 Entire Agreement

This agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter and supersedes all previous and contemporaneous Agreements, understandings, representations and warranties between the parties.

9.2 Notice

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

BOROUGH OF BUENA
616 Central Avenue
Minotola, NJ 08341

TOWNSHIP OF FRANKLIN
1571 Delsea Drive
Franklinville, NJ 08322

9.3 Governing Law

This Agreement and any questions concerning its validity, construction or

performance shall be governed by the laws of the State of New Jersey

9.4 Modifications

This Agreement may not be amended, altered or modified in any manner except in writing executed by the parties herein.

9.5 Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

9.6 Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

9.7 Assignability

This Agreement and all rights, duties and obligations provided for herein may not be assigned by either party hereto unless agreed in writing by both parties and with proper official public action.

9.8 Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

9.9 Dispute Resolution

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with the American Arbitration Association rules. Each party involved in arbitration shall be responsible for equally sharing the cost of the

arbitrator. The parties agree that the decision rendered by the impartial arbitrator shall be binding.

9.10 Binding Agreement

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

It is understood that the Borough and the Township are currently parties to a Shared Services Agreement for the provision of Municipal Court services. Nothing herein is intended to amend, replace or supplement that Agreement.

IN WITNESS WHEREOF, we do hereby agree to the within on this ____ day of _____, 2022.

BOROUGH OF BUENA

TOWNSHIP OF FRANKLIN

By: _____
Mayor

By: _____
Mayor