

**SHARED SERVICES AGREEMENT BETWEEN THE CITY OF BORDENTOWN AND
THE BOROUGH OF FIELDSBORO FOR THE PROVISION OF POLICE
PROTECTION SERVICES**

THIS SHARED SERVICES AGREEMENT ("Agreement") is made on this 9th day of December, 2015, by and between the **CITY OF BORDENTOWN** ("Bordentown"), a municipal corporation of the State of New Jersey, with its principal offices located at 324 Farnsworth Avenue, Bordentown, New Jersey 08505, and the **BOROUGH OF FIELDSBORO** ("Fieldsboro"), a municipal corporation of the State of New Jersey, with its principal offices located at 204 Washington Street, Fieldsboro, New Jersey 08505. Bordentown and Fieldsboro will be collectively referred to herein as "Parties."

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et seq. ("Act"), allows any local unit to 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, Fieldsboro wishes to ensure the safety and welfare of its residents by providing police protection that is professional, comprehensive, and economically beneficial; and

WHEREAS, Fieldsboro intends to abolish its police department for reasons of economy and efficiency; and

WHEREAS, Bordentown has a police department that is nearby, qualified, and able to provide such protection to Fieldsboro; and

WHEREAS, the sharing of police protection services will benefit both Bordentown and Fieldsboro by increasing the efficiency and decreasing the costs of those services; and

WHEREAS, the Parties have agreed that Bordentown will provide all law enforcement services to Fieldsboro in accordance with the terms and conditions outlined in this Shared Services Agreement;

WHEREAS, this Agreement is established in accordance with the Act as the governing body of each municipality has determined that the Agreement will benefit the general welfare of its citizens; and

WHEREAS, the Committee of Bordentown City has approved this Agreement pursuant to Ordinance No. 2015-13, and the Council of Fieldsboro has approved this Agreement pursuant to Ordinance No. 2015-9 and Resolution No. 2015-51. Certified copies of the Resolution and Ordinances are attached to this Agreement.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Scope of Services.

Bordentown City shall provide to Fieldsboro those law enforcement and dispatching services which are more specifically set forth in **Schedule A**, attached hereto and made a part hereof. The law enforcement services enumerated in Schedule A are descriptive and illustrative, not exhaustive, and nothing in Schedule A shall relieve Bordentown City of its obligation under this Agreement to provide Fieldsboro with a level of law enforcement services that, in the discretion of the Chief of Police, will assure a reasonable and sufficient degree of police protection to the citizens of Fieldsboro at all times.

2. Term and Renewal.

The term of this Agreement shall commence on January 1, 2016, and shall continue for a term of ten (10) years until December 31, 2025 (the "Term"), subject to the concurrent adoption of Resolutions and/or Ordinances by Bordentown City and Fieldsboro approving the execution of this Agreement and upon full execution of this Agreement by all parties, and unless terminated earlier pursuant to the terms and conditions below.

The Parties shall have the option to renew this Agreement for two (2) additional ten (10) year periods. These options shall be exercised by both Parties, in writing, no later than November 1st of the final year of the current period of the Agreement. The terms of this Agreement may be renegotiated and agreed to, in writing, for the renewal term(s).

3. Termination.

This Agreement may be terminated by mutual consent of the Parties at any time, subject to the authorization by concurrent Resolutions of the Bordentown and Fieldsboro governing bodies. A unilateral termination may be exercised by one party without the express consent of the other party for good cause only (i.e. material breach of this Agreement), upon twelve (12) month's written notice, or sooner if the Parties agree, in writing, to a shorter notice period.

In the event that a dispute arises concerning the interpretation of terms and conditions of this Agreement, or the satisfactory performance by either Party of the services and responsibilities required by the Agreement, the Parties shall attempt non-binding mediation with a mediator of their choosing. If mediation fails, the Parties agree to binding arbitration in accordance with the rules of the American Arbitration Association.

4. Annual Payment.

Fieldsboro shall compensate Bordentown City in the amount of \$28,000.00 (twenty-eight thousand dollars) per year for any and all services provided under this Agreement, unless otherwise specified. Said payment shall be all-inclusive of any and all wages, expenses, costs, etc. The Parties agree to an automatic annual increase in Fieldsboro's compensation to Bordentown City for police services, said increase not to exceed 2% of

each year's previous contribution. Certain charges as specifically set forth in Schedule A are in addition to this annual payment.

Bordentown City will invoice Fieldsboro on a monthly basis, said invoice being due within five (5) days of the next Fieldsboro Council meeting following receipt of said invoice. If Fieldsboro does not pay the monthly invoice within forty-five (45) days of submission, the City reserves the right to withhold services under this Agreement provided that, prior to withholding services for non-payment, the City shall provide written notice to Fieldsboro of any alleged non-payment and Fieldsboro shall have fifteen (15) days from receipt of said notice within which to come current of any payment(s) due and owing.

In the event that there is a change in law necessitating additional law enforcement services which are not contemplated within attached Schedule A, and there is an increase in Bordentown City's costs due to the purchasing of additional equipment such as police vehicles, the hiring of additional personnel, the provision of additional patrols on a permanent or seasonal basis, the need for such additional cost will be documented and provided to Fieldsboro. If said purchase or additional cost is agreed to in advance by the Parties, Fieldsboro agrees to be responsible for a proportionate share of such additional and unforeseen costs, which may be up to one hundred percent (100%) in cases where such additional law enforcement services are to exclusively benefit Fieldsboro. The Parties will document, in writing, any additional costs incurred by Bordentown City due to extraordinary, unforeseen circumstances, and the Parties further agree to negotiate the proportionate share of each Party's contribution in good faith.

Fieldsboro shall retain all monies, fines, fees, etc., generated as a result of any and all violations, charges, summonses, and other enforcement actions initiated within the boundaries of Fieldsboro Borough and disposed of in Fieldsboro Borough municipal court proceedings.

5. Dispute of Payment.

In the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph 4 shall be paid without prejudice. If, through subsequent negotiations, mediation, litigation, or settlement, a different amount shall be determined to have been due, the responsible Party shall either make a payment or be credited the amount determined to be due.

6. Street Map and Signs.

Fieldsboro shall provide to Bordentown City a current street map for Fieldsboro, updated periodically as necessary, and shall further post and maintain all street signs within Fieldsboro. A failure by Fieldsboro to comply with the requirements of this Paragraph shall be subject to the notice and cure requirements set forth in Paragraph 10, below.

7. Insurance.

The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey, which

insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties. Certificates of insurance shall be delivered to the other Party prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the commencement of this Agreement.

It is recognized and understood that, by the time this Agreement is executed by the Parties, both Bordentown City and Fieldsboro are, or expect to become, members of the Burlington County Municipal Joint Insurance Fund. Bordentown City agrees to name Fieldsboro as an additional insured for General Liability and Police Professional Liability. As soon as practicable, Fieldsboro will name Bordentown City as an additional insured for General Liability.

8. Indemnification.

Neither Party shall be liable for any negligent, reckless, or intentional acts or omissions of the other or the other's employees, agents, or representatives. Each Party shall indemnify, defend, and hold the other harmless from all losses, injuries, or damages caused by the negligent, reckless, or intentional acts or omissions of itself or any of its respective employees, agents, representatives, or independent contractors in rendering the law enforcement services set forth in this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person incident to such negligent, reckless, or intentional acts or omissions. It is further understood and agreed that this provision shall survive the termination of this Agreement.

9. Employee Compensation and Insurance.

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

10. Remedies.

In the event that either Party defaults in the performance of any of its obligations arising under this Agreement after receiving thirty (30) days written notice of the default and an opportunity to cure, the non-defaulting Party shall be entitled to all remedies available at law, in equity, or both. Notwithstanding this provision, the cure period shall be extended past thirty (30) days if the default cannot be reasonably cured within such time period, provided that the defaulting Party is using reasonably diligent efforts to effectuate said cure.

If the defaulting Party is using reasonably diligent efforts to effectuate said cure and the Parties cannot reconcile the default within one-hundred-twenty (120) days from notification of the default, the Agreement will automatically terminate, and the non-defaulting Party shall be entitled to receive from the defaulting Party all costs and expenses, plus attorneys' fees, as a result of such default.

In the event that Bordentown City is the non-defaulting Party, such remedies shall include, without limitation, the right to terminate this Agreement and recover from Fieldsboro as liquidated damages (and not as a penalty) an amount equal to six (6) months' worth of payments above and beyond what may be already owed by Fieldsboro. In the event Fieldsboro is the non-defaulting Party, such remedies shall include, without limitation, the right to terminate this Agreement and recover from Bordentown City as liquidated damages (and not as a penalty) continued police coverage for up to a six (6) month period immediately following the effective date of termination at a fifty percent (50%) reduced cost to Fieldsboro. This will provide Fieldsboro with police coverage while seeking alternative arrangements. The Parties acknowledge that the liquidated damages set forth above represent a reasonable estimate of the damages that will be suffered by the non-defaulting Party as a result of a default of this Agreement by the other Party.

11. Chain of Command.

The Bordentown City Police Department shall be under the exclusive authority and control of Bordentown City. Fieldsboro shall not provide any direction or instruction to any member of the Bordentown City Police Department; neither shall Fieldsboro discipline or reprimand any member of the Bordentown City Police Department.

Fieldsboro shall designate one of its Council Members and/or the Borough Administrator as its representative for all communications with Bordentown City regarding the provision of law enforcement services under this Agreement.

12. Existing Assets.

A current inventory of Fieldsboro Police assets will be taken and Bordentown City shall be granted a right of first refusal in acquiring any assets, including patrol cars, motorcycles, communication equipment, radar, and weapons currently in the control of Fieldsboro, without cost to Bordentown City. Any assets inspected and passed over by Bordentown City may be put up for auction by Fieldsboro, with Fieldsboro keeping any and all income generated as a result of said auction.

13. Existing Evidence.

Any existing evidence being held by the Fieldsboro Police has or shall be moved to the Bordentown City Police evidence locker and shall be recorded and secured as required by rules and regulations of the Burlington County Prosecutor's Office. This evidence and all new evidence collected in the future during the term of this Agreement shall be the responsibility of the Bordentown City Police Department.

14. Periodic Reports of Police Activity.

An "activity report" will be provided to the Public Safety Director and/or the Mayor of Fieldsboro on a monthly basis by the Bordentown Chief of Police, detailing that month's crime statistics. Said report may be submitted in writing or presented in-person during public sessions of the Fieldsboro Council. The Chief or his designee will be available on an "as needed" basis to attend the Fieldsboro Council's public meetings.

15. Authorization.

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

16. Filing.

This Agreement shall be filed with the Division of Local Government Services, Department of Community Affairs, in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-4(b).

17. Miscellaneous.

a. Additional Statutory Requirements

This Agreement shall be subject to any future statutory requirements that may be imposed by the State of New Jersey. If any such statutory requirements are added, the Parties will negotiate regarding implementation. Should the Parties be unable to reach an agreement, binding arbitration shall take place.

b. Good Faith Covenant

The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

c. Notice

All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed with return receipt requested to the designated municipal representative:

CITY OF BORDENTOWN
Attn: City Clerk
324 Farnsworth Avenue
Bordentown, New Jersey 08505

BOROUGH OF FIELDSBORO
Attn: Borough Clerk
204 Washington Street
Fieldsboro, New Jersey 08505

d. 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.

e. Modifications

The Parties agree that amendments may be made upon the adoption of concurrent resolutions. This Agreement may not be otherwise amended, altered, or modified in any manner.

f. Headings

Any headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

g. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall remain binding and valid upon the Parties.

h. Assignability

This Agreement and all rights, duties, and obligations provided herein may not be assigned by either Bordentown or Fieldsboro unless agreed to in writing by both Parties and with official action by their respective governing bodies and mayors.

i. Waiver

The Parties agree and understand that a failure or delay in the enforcement of any of the provisions of this Agreement by either Bordentown or Fieldsboro shall not be construed as a waiver of those provisions.

j. Dispute Resolution

In the event that a dispute arises concerning the interpretation of terms and conditions of this Agreement, or the satisfactory performance by either Party of the services and responsibilities required by the Agreement, the Parties shall attempt non-binding mediation with a mediator of their choosing. If mediation fails, the Parties agree to binding arbitration in accordance with the rules of the American Arbitration Association.

k. Binding Agreement

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

l. Entire Agreement

This Agreement sets forth the entire understanding of the Parties in relation to its subject matter and supersedes all previous and contemporaneous agreements, understandings, representations, and warranties between the Parties. No change or modification of this Agreement shall be valid unless in writing and authorized by concurrent resolutions of the Bordentown and Fieldsboro governing bodies.

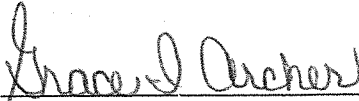
m. Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement, or such other appropriate actions as shall give effect to the intentions of the Parties as reflected herein to the maximum extent practicable. All other provisions of the Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

ATTEST:

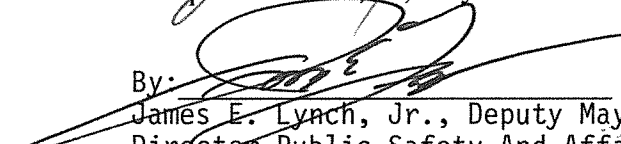
CITY OF BORDENTOWN



Grace I. Archer, City Clerk

By: 

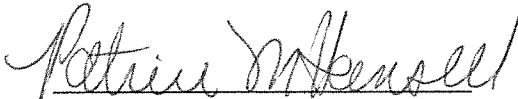
Joseph R. Malone, III, Mayor

By: 

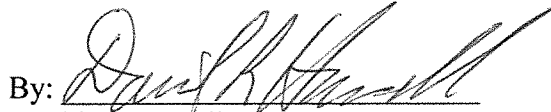
James E. Lynch, Jr., Deputy Mayor
Director Public Safety And Affairs

ATTEST:

BOROUGH OF FIELDSBORO



Patrice Hansell, Borough Clerk

By: 

David R. Hansell, Mayor

SCHEDULE A

1. Police services to be provided to Fieldsboro by Bordentown City shall include, but not be limited to, the following:
 - a. All police patrol functions as normally provided to Bordentown City, including, but not limited to, community policing, response to service calls, 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/DWI roadblocks and checkpoints, alcohol breath test machines and operators;
 - b. All services related to domestic violence incidents, including, but not limited to, a Domestic Violence Response Team;
 - c. All detective and investigative services as normally provided to Bordentown City, including, but not limited to, crime scene investigations, criminal complaint intakes, interviews, investigations and charging process, background checks on current or prospective employees, fingerprinting, and evidence identification and storage for cases commencing after the execution of this Agreement; and
 - d. Participation and attendance at monthly municipal court proceedings in connection with charges, summonses, testimony, and various enforcement actions. Bordentown City agrees to supply one (1) police officer to be present during Fieldsboro Borough Municipal Court proceedings to administer security checks and generally act as sergeant-at-arms throughout the municipal court session. At the time of this Agreement, Fieldsboro Borough holds Municipal Court sessions only once per month. The need for additional personnel and/or

additional appearances beyond one session per month may require Fieldsboro to additionally compensate Bordentown City.

2. Bordentown City agrees to provide police officers and equipment to render police services to Fieldsboro on a 24-hour, 7-day per week basis as normally provided to Bordentown City. All “on duty” officers of a given shift and serving all jurisdictions will be available to back-up other patrols, as needed. Such services shall be provided under the sole and exclusive direction of the Bordentown City Chief of Police. All rules and regulations pertaining to Bordentown City’s Police Department shall be promulgated and enforced by Bordentown City.
3. The 24-hours per day, 7-days per week coverage shall ensure that Fieldsboro is designated as patrol area for Bordentown City officers, and shall receive police services equal to those provided to Bordentown City.
4. Bordentown City shall coordinate and provide off-duty “special event” coverage, including construction and parade details on the same terms as is provided in Bordentown City and at no additional cost to Fieldsboro. Bordentown City shall be responsible for scheduling, billing, collection, and payment of the officers for such services. Annual Fieldsboro “special events” specifically contemplated by the Parties include: additional patrols on Halloween, Town Picnic Day, Community Day, Easter Egg Hunt, Parade with Santa, Christmas Tree Lighting, and either a Veterans or Memorial Day Celebration. Any additional “special events” created in the future or not specifically mentioned herein will require Fieldsboro to compensate Bordentown City 100% of the costs associated with providing a police detail at the events.

5. Bordentown City shall provide Emergency Management Services by making the City's Deputy Emergency Management Coordinator available to also act as Fieldsboro's Deputy Emergency Management Coordinator at a stipend of \$1000.00 per year. The City's DEMC will participate in the update of the Borough's Emergency Management Plan and will assist the Borough's Emergency Management Coordinator with technical duties. The City and Fieldsboro will review this provision at the end of 2 years from the inception of this Agreement, and decide as to continued future action. This stipend is in addition to the payments due to the City under Paragraph 4 of the Shared Services Agreement.
6. Fieldsboro agrees to be solely responsible for paying the costs of a Fieldsboro crossing guard's salary, said crossing guard to be stationed at the intersection of Washington Street and Fourth Street in Fieldsboro Borough. The crossing guard shall be under the exclusive authority and control of Bordentown City's Chief of Police and/or his designee. These costs are in addition to the payments due to the City under Paragraph 4 of the Shared Services Agreement.
7. The Parties agree to use Bordentown City's animal control services. Bordentown City agrees to be responsible for patrolling the zone of Fieldsboro and transporting animals between pick-up and drop-off. Any and all costs and expenses associated with animals originating from Fieldsboro will be borne solely by Fieldsboro. These costs are in addition to the payments due to the City under Paragraph 4 of the Shared Services Agreement.
8. Bordentown City shall have full powers of performance and maintenance of the police coverage and protection services and full authority 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 of administrative regulations applicable in Fieldsboro.

9. Bordentown City's Chief of Police, with the assistance of other members of the Bordentown City Police Department who may be assigned for that purpose, will submit a monthly "activity report" to the Public Safety Director and/or the Mayor of Fieldsboro detailing that month's crime statistics.
10. Bordentown City Police Department shall be required to enforce all regulations and ordinances identified in the Code of Fieldsboro Borough, as applicable to police. If and when ordinances are adopted and/or amended, Fieldsboro shall promptly forward updated copies of the ordinances to Bordentown City so that records can be kept current.