

BOROUGH OF TETERBORO

MUNICIPAL BUILDING
510 ROUTE 46 WEST
TETERBORO, NEW JERSEY 07608

DIVISION OF LOCAL GOVERNMENT SERVICES
Fax: 201-288-3203

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: BOROUGH OF MOONACHIE COUNTY: BERGEN

RECIPIENT: BOROUGH OF TETERBORO COUNTY: BERGEN

BRIEF DESCRIPTION OF SERVICE: LAW ENFORCEMENT SERVICES PROVIDED
BY MOONACHIE POLICE DEPARTMENT

EFFECTIVE DATE: JANUARY 1, 2018

EXPIRATION DATE: DECEMBER 31, 2021

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

CC: MICHAEL BORYS

CC: DAVID B. BOLE, ESQ.

SHARED SERVICES
AGREEMENT

LOCAL GOVT SERVICES

THIS AGREEMENT, made this 21st day of December, 2018, by and between: JAN 12, P 2:32

RECEIVED

THE BOROUGH OF TETERBORO, a body politic and corporate of the State of New Jersey, through its Mayor and Council, hereinafter referred to as "Teterboro"; and

THE BOROUGH OF MOONACHIE, a body politic and corporate of the State of New Jersey, through its Mayor and Council, hereinafter referred to as "Moonachie";

WITNESSETH:

WHEREAS, Teterboro 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 provision of services;

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

NOW, THEREFORE, for the mutual covenants and considerations herein contained the parties agree as follows:

1. Moonachie shall provide total and complete 24 hour radio dispatched police manpower and equipment to Teterboro including all supplementary law enforcement and community services rendered by its Police Department. The proposals for police services submitted by Moonachie to Teterboro are incorporated into this agreement by reference as if set forth herein at length. Moonachie agrees to perform its respective police services in accordance with said proposal.

2. Moonachie shall assume primary responsibility for the provision of the aforesaid services for all of Teterboro.

3. Moonachie agrees to share and make available to Teterboro any specialized law enforcement equipment which it may have.

4. Moonachie shall coordinate and provide joint specialized law enforcement activities to Teterboro including, but not limited to DWI patrols, New Jersey Division of Motor Vehicles inspection roadside checks, and senior citizens call-in services.

5. The sole control and discipline of the Moonachie Police Department and their members shall remain with Moonachie through its Chief of Police and it shall have the power to enforce the provisions of this Shared Services Agreement and any pertinent rules and regulations or any general and special orders or instructions which may be promulgated from time to time. Teterboro shall designate an individual to serve as liaison between Teterboro and Moonachie on law enforcement matters.

6. While rendering the aforesaid services within the Borough of Teterboro, the Moonachie Police Department shall issue summonses for violations of State Law and Municipal Ordinances which shall be returnable in the Teterboro Municipal Court. Violations of State Law and Municipal Ordinances occurring within Moonachie and for which summonses are issued shall be returnable in the Moonachie Municipal Court, as appropriate. Revenue so collected from the said summonses shall belong to the aforesaid respective courts.

7. The Police Chief of Moonachie and the Moonachie Police Department with the assistance of other members of the department detailed for that purpose shall keep records of that department's activity in Teterboro and make monthly and annual reports which it shall submit to Teterboro.

8. In consideration of the law enforcement services rendered, Teterboro shall pay to Moonachie the following sums:

a. For the year 2018 - \$800,000.00, payable in twelve (12) equal monthly installments due by the 10th day of the current month for each year of law enforcement services provided pursuant to this agreement;

b. For the year 2019 - \$800,000.00 payable in twelve (12) equal monthly installments due by the 10th day of the current month for each year of law enforcement services provided pursuant to this agreement;

c. For the year 2020 - \$816,000.00 payable in twelve (12) equal monthly installments due by the 10th day of the current month for each year of law

enforcement services provided pursuant to this agreement.

d. For the year 2021 - \$832,320.00 payable in twelve (12) equal monthly installments due by the 10th day of the current month for each year of law enforcement services provided pursuant to this agreement.

e. There will be \$200,000.00 in Capital Contribution from the Borough of Teterboro which will be used by the Borough of Moonachie at Moonachie discretion over the four (4) year Contract with a 30 Day Notice to the Borough of Teterboro.

9. Moonachie agrees to indemnify and hold harmless Teterboro, its public officials, agents, and employees from and against any and all claims for liability and damages including reasonable attorney's fees, costs and expenses which may be incurred by Teterboro arising from any act or omission by the Moonachie Police Department and arising from its activities under this agreement. Moonachie further agrees to maintain in full force and effect during the term of this agreement the following insurance coverages: automobile, general liability and police professional liability in coverage limits of \$20,000,000; public official's liability coverage in amounts of \$5,000,000; and statutory worker's compensation coverage and part B (employee's liability) in limits of \$5,000,000. Moonachie shall supply Teterboro on each anniversary date of this agreement a Certificate of Insurance certifying that said coverages are in effect and naming Teterboro and its public officials, agents and employees as an additional insured in respect to liability coverage.

10. In the event that any disputes or questions arise between the parties as to the interpretation of the terms of this agreement or the satisfactory performance by the parties or the services or other responsibilities provided for herein, the parties agree to submit such matters to an agreed upon retired Superior Court Judge for mediation. In the event that mediation is not productive, the parties agree to submit their disputes to a panel of three (3) retired Superior Court Judges for binding arbitration. The cost of such mediator/arbitrators shall be equally shared by the parties.

11. This agreement is intended to take effect on January 1, 2018 upon the adoption of appropriate resolutions by the parties hereto, which resolutions are annexed hereto and the execution of the agreement authorized thereunder as set forth in this agreement.

12. This agreement shall be filed, for informational purposes, with the Division of Local Government Services and the Department of Community Affairs, pursuant to rules and regulations promulgated by the Director.

13. 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.

If to Teterboro: Municipal Manager
 c/o Borough of Teterboro
 510 Route 46 West Teterboro,
 New Jersey 07608

With a copy to: Municipal Clerk
 c/o Borough of Teterboro
 510 Route 46 West
 Teterboro, New Jersey 07608

If to Moonachie: Borough Administrator
 c/o Moonachie Borough Hall
 70 Moonachie Road
 Moonachie, New Jersey 07074

With a copy to: Municipal Clerk
 c/o Moonachie Borough Hall
 70 Moonachie Road
 Moonachie, New Jersey 07074

14. All parties hereto have the requisite power and authority to enter into this agreement and it is the intention of the parties to be bound by the terms hereof. The execution and delivery of this agreement is valid and binding upon the parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the parties in receipt thereof.

15. No party may assign this agreement or any rights or obligations hereunder without the prior written consent of the other party and any such attempt of assignment shall be void.

16. This agreement shall inure to the benefit of the parties hereto and their successors and permitted assignees. No other person, corporation, company,

partnership or other entity shall be deemed a third party or other beneficiary of this agreement.

17. This agreement sets forth the entire understanding of the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter hereof and may not be modified except in writing executed by all parties.

18. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. This agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, NJSA 59:1- 2 et seq. and the New Jersey Contractual Liability Act, without regard to its conflict of law principles.

20. The parties acknowledge that they have been represented by Counsel with respect to the negotiation and preparation of this agreement and that, accordingly, this agreement shall be construed in accordance with its terms and without regard to or aid or cannons requiring construction against the drafting party. The failure of a party to insist on strict performance of any or all of the terms of this agreement or to exercise any right or remedy under this agreement shall not constitute a waiver or relinquishment of any nature regarding such right of remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

21. Nothing herein shall create any association, joint venture, partnership or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this agreement.


22. In the event any of the provisions of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

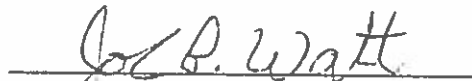
23. This agreement may be amended from time to time by agreement of the parties hereto in the same manner as this agreement was originally authorized and approved. Amendments to this agreement shall become effective immediately upon execution (as authorized by resolution) and resulting fully executed corresponding documents.

IN WITNESS HEREOF, the parties hereto have caused these presents to be signed and attested by their proper corporate officers and their corporate seals to be hereto affixed the day and year first above written.

ATTEST:

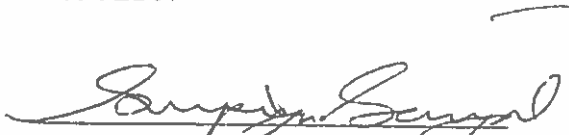
BOROUGH OF TETERBORO

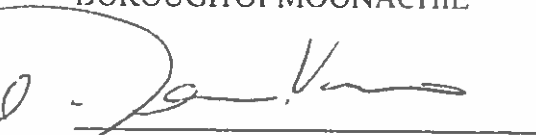

By: Virginia Alcuri, Municipal Clerk


John Peter Watt, Mayor

ATTEST:

BOROUGH OF MOONACHIE


By: Supriya Sahyal, Municipal Clerk


By: Dennis Vaccaro, Mayor

BOROUGH OF TETERBORO

RESOLUTION

Offered by: Councilman Stein

Seconded by: Councilman Ramirez

WHEREAS, the Uniform Shared Services Act N.J.S.A. 40A:65-1 et seq. promotes the broad use of shared services as a method to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services Act allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, Teterboro does not have its own police department; and

WHEREAS, Teterboro has a need for the provision of police services within its jurisdiction; and

WHEREAS, Moonachie currently provides law enforcement police services to Teterboro;

WHEREAS, the Chief Financial Officer, upon approval of the 2018 Budget, will submit to the Municipal Clerk a Certification that adequate funds are available to pay for the contract;


NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Teterboro that it does hereby authorize and approve a shared services agreement for police services by Moonachie to Teterboro substantially in the form currently on file with the Municipal Manager's Office; and

BE IT FURTHER RESOLVED that the shared services agreement shall be open to public inspection immediately after passage of this resolution; and

BE IT FURTHER RESOLVED that a copy of the shared services agreement is intended to take effect on January 1, 2018 until December 31, 2021 upon the adoption of resolutions by Moonachie and Teterboro which shall be attached to the shared services agreement; and

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are authorized to sign a shared services agreement following legal review.

I, VIRGINIA A. ALCURI, MUNICIPAL CLERK OF THE BOROUGH OF TETERBORO, do hereby certify that the aforesaid is a true copy of the resolution adopted by the Mayor and Council at the Regular Meeting held December 12, 2017.


Virginia A. Alcuri, R.M.C.
Municipal Clerk

<u>ROLL CALL</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Mayor John P. Watt	X			
Councilman Stein	X			
Councilman Ramirez	X			
Councilman Watt			X	
Councilwoman Emden	X			

BOROUGH OF MOONACHIE
BERGEN COUNTY, NEW JERSEY

RESOLUTION #17-286

WHEREAS, the Borough of Moonachie and the Borough of Teterboro have previously entered into a Shared Service Agreement to provide law enforcement services to the Borough of Teterboro; and

WHEREAS, the Borough of Moonachie and the Borough of Teterboro seek to provide the same level of law enforcement service that has been in effect for their respective Municipalities; and

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


WHEREAS, it is in the best interest of the Borough of Moonachie, and the Borough of Teterboro to enter into an Shared Service Agreement to provide law enforcement services to the Borough of Teterboro; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council as follows:

1. That it does hereby authorize and approve a four (4) years Shared Service Agreement between the Borough of Moonachie and the Borough of Teterboro, for law enforcement services, which shall commence January 1, 2018 to December 31, 2021.
2. In consideration of the law enforcement services rendered, Teterboro shall pay to Moonachie the following sums:
 - a. For the year 2018 - \$800,000.00, payable in twelve (12) equal monthly installments due by the 10th day of the current month for each year of law enforcement services provided pursuant to this agreement;
 - b. For the year 2019 - \$800,000.00 payable in twelve (12) equal monthly installments due by the 10th day of the current month for each year of law enforcement services provided pursuant to this agreement;

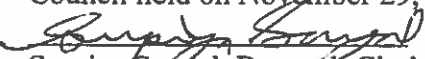
- c. For the year 2020 - \$816,000.00 payable in twelve (12) equal monthly installments due by the 10th day of the current month for each year of law enforcement services provided pursuant to this agreement.
 - d. For the year 2021 - \$832,320.00 payable in twelve (12) equal monthly installments due by the 10th day of the current month for each year of law enforcement services provided pursuant to this agreement.
 - e. There will be \$200,000.00 in Capital Contribution from the Borough of Teterboro which will be used by the Borough of Moonachie at Moonachie discretion over the four (4) year Contract with a 30 Day Notice to the Borough of Teterboro.
3. The Mayor and the Borough Clerk are hereby authorized and directed to execute the Shared Service Agreement following legal review.
 4. The said agreement is on file in the office of the Borough Clerk and shall be available for inspection during the regular business hours thereof.

DENNIS VACCARO
MAYOR

ATTEST: 
Supriya Sanyal
Borough Clerk

DATED: November 29, 2017

Certified to be a true copy of Resolution
passed at the Meeting of the Mayor and
Council held on November 29, 2017.


Supriya Sanyal, Borough Clerk