

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made this 4th day of November, 2014, by and between:

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";

W I T N E S S E T H:

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 that area of Teterboro which is located to the south from the center line of U.S. Highway Route 46.

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 2015 - \$102,500, payable in twelve (12) equal monthly installments due by the 10th day of the current month for such year of law enforcement services provided pursuant to this agreement;

b. For the year 2016 - \$105,062.50, 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 2017 - \$107,689.06 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;

9. This agreement is intended to become effective January 1, 2015 and shall remain in effect for the period of three (3) years until December 31, 2017.

10. 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.

11. 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.

12. This agreement is intended to take affect on January 1, 2015 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.

13. 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.

14. 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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 canons 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.

22. 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.

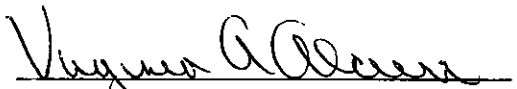
23. In the event any of the provisions of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

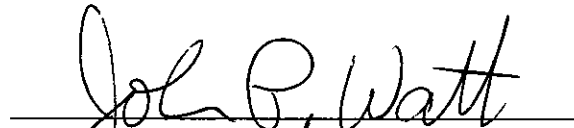
24. This agreement may be amended from time to time by agreement of the parties hereto in the same manner as this agreement was originally authorized and approved. Amendments to this agreement shall become effective immediately upon execution (as authorized by resolution) and resulting fully executed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

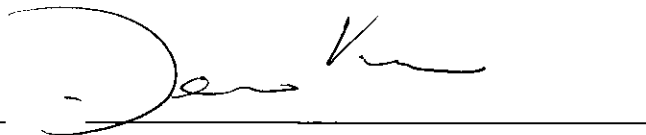

By: Virginia Alcuri, Municipal Clerk


By: John Peter Watt, Mayor

ATTEST:

BOROUGH OF MOONACHIE


By: Supriya Sanyal, Municipal Clerk



By: Dennis Vaccaro, Mayor

ACKNOWLEDGMENT OF CLERK

STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 4th day of November, 2014, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared VIRGINIA ALCURI and made proof to my satisfaction, that she is the Clerk of said Borough of TETERBORO, a Municipal corporation of the State of New Jersey, that the Borough of TETERBORO is a party to the foregoing instrument, that she well knows the Corporate Seal of said Borough, and the seal affixed to said Instrument is the Corporate Seal of said Borough and said seal was so affixed and said Instrument signed and delivered by JOHN PETER WATT, who was at the date hereof, Mayor of the Borough of TETERBORO in the presence of this deponent, and said JOHN PETER WATT at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of said Borough by virtue of the authority from said Mayor and Council of the Borough of TETERBORO and that deponent, at the same time, subscribed her name to said Instrument as attesting witness to the execution thereof.

Sworn to and subscribed
before me on the date aforesaid


Notary Public


VIRGINIA ALCURI, Municipal Clerk

DOLORES G. REEVES
NOTARY PUBLIC OF NEW JERSEY
Commission Expires March 12, 2019

BOROUGH OF TETERBORO

RESOLUTION

Offered by: Councilman Stein

Seconded by: Councilman Ramirez

WHEREAS, the Uniform Shared Services Act NJSA 40A: 65-1 at 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;

WHEREAS, Teterboro has a need for the provision of police services for all of the area of Teterboro which is located to the south from the center line of US Highway Route 46;

WHEREAS, Moonachie has previously provided law enforcement police services to Teterboro in this area;

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;

BE IT FURTHER RESOLVED that a copy of the shared services agreement is intended to take effect on January 1, 2015 until December 31, 2017 upon the adoption of resolutions by Moonachie and Teterboro which shall be attached to the shared services agreement;

Resolution No. 14-85
September 9, 2014
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BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are authorized to sign a shared service 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 September 9, 2014.


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 O'Dwyer	X			
Councilman Watt	X			

BOROUGH OF MOONACHIE
BERGEN COUNTY, NEW JERSEY

RESOLUTION #14-244

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 three (3) years Shared Service Agreement between the Borough of Moonachie and the Borough of Teterboro, for law enforcement services, which shall commence January 1, 2015 to December 31, 2017.
2. In consideration of the law enforcement services rendered, the Borough of Teterboro shall pay to the Borough of Moonachie as follows:
 - a. For the year 2015- \$102,500, payable in twelve (12) equal monthly installments due by the 10th day of the current month for such year of law enforcement services provided pursuant to this agreement.
 - b. For the year 2016 -\$105,062.50, payable in twelve (12) equal monthly installments due by the 10th day of the current month for such year of law enforcement services provided pursuant to this agreement.
 - c. For the year 2017-\$107,689.06, payable in twelve (12) equal monthly installments due by the 10th day of the current month for such year of law enforcement services provided pursuant to this agreement.

3. The Mayor and the Borough Clerk are hereby authorized and directed to execute the shared Service Agreement following legal review.

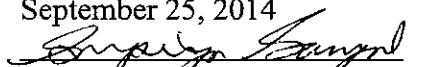
4. The said agreement is on file in the office of the Borough Clerk and shall be available for inspection during the regular business hours thereof.

DENNIS VACCARO
MAYOR

ATTEST: 
Supriya Sanyal
Borough Clerk

DATED: September 25, 2014

Certified to be a true copy of Resolution
passed at the Regular Meeting of
the Mayor and Council held on
September 25, 2014


Supriya Sanyal, Borough Clerk