

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: WEST AMWELL TOWNSHIP COUNTY: HUNTERDON

RECIPIENT: EAST AMWELL TOWNSHIP COUNTY: HUNTERDON

BRIEF DESCRIPTION OF SERVICE:

Traffic Enforcement

EFFECTIVE DATE: Jan 1, 2016

EXPIRATION DATE: Dec 31, 2016

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.

SHARED POLICE SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT made this 14th day of January, 2016 by and between EAST AMWELL TOWNSHIP ("East Amwell"), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 1070 Route 202/31, Ringoes, New Jersey 08551 and WEST AMWELL TOWNSHIP ("West Amwell"), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 150 Rocktown-Lamb. Road, Lambertville, New Jersey 08530.

WITNESSETH:

WHEREAS, police services currently are provided in East Amwell by the New Jersey State Police ("the State Police"); and

WHEREAS, East Amwell has a positive relationship with the State Police and is satisfied with the law enforcement services they provide; and

WHEREAS, East Amwell has a need for increased enforcement of traffic laws within its borders; and

WHEREAS, it is unlikely that the State Police can provide an increase traffic enforcement presence on a regular basis because of their manpower constraints; and

WHEREAS, West Amwell has its own police force and can provide traffic enforcement services to East Amwell using existing manpower and equipment; and

WHEREAS, West Amwell is willing to provide traffic enforcement services to East Amwell; and

WHEREAS, the sharing of traffic enforcement services will benefit both East Amwell and West Amwell by increasing the efficiency and decreasing the costs of those services; and

WHEREAS, the parties have agreed that West Amwell will provide traffic enforcement services to East Amwell in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1 et seq. ("the Shared Services Act") and terms and conditions of this Agreement; and

WHEREAS, East Amwell has approved this Agreement pursuant to RESOLUTION # ~~25-16~~ and West Amwell has approved this Agreement pursuant to RESOLUTION #177-2015.

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

1. SERVICES

a. West Amwell agrees to provide police officer(s) and all equipment necessary to render traffic enforcement services within East Amwell, including a marked police vehicle, fuel, and all standard issue equipment as supplied by West Amwell to its police officers, for an average minimum of four (4) hours per week.

b. Traffic enforcement will be provided by West Amwell at times and locations within East Amwell as agreed upon between the West Amwell Police Captain or his designee and the East Amwell Administrator or his designee. Enforcement areas will be selected based on a variety of considerations including, but not limited to, visual deterrence, known or perceived violations, motor vehicle crash data, speed trailer surveys, citizen complaints and the professional knowledge and experience of the law enforcement officers involved.

c. Such services shall be provided under the sole and exclusive direction of the West Amwell Police Captain. No East Amwell official will personally direct any operations of any West Amwell police officer.

d. The West Amwell Police Captain shall have flexibility in assigning police officers for traffic enforcement in East Amwell so that such assignments do not require the use of overtime. The West Amwell Police Captain may reassign West Amwell police officers assigned to traffic enforcement services in East Amwell pursuant to this Agreement in the event that an emergency occurs within West Amwell requiring that all West Amwell police officers be assigned duties within West Amwell. Traffic enforcement service assignments in East Amwell will resume as soon as practicable after the resolution of the emergency as determined by the West Amwell Police Captain.

e. It is expected that assignments will be made on days and at times that maximize the police officers' productivity. All West Amwell police officers assigned to provide traffic enforcement services within East Amwell pursuant to this Agreement are expected to demonstrate productivity while providing such services. Productivity may be determined by motor vehicle stops/contacts, warnings, summonses issued, and any other professional standards used by law enforcement professionals to measure productivity as determined by the West Amwell Police Captain or his designee.

f. West Amwell police officers shall appear in East Amwell Township Municipal Court as required to adequately prosecute any and all enforcement action taken by West Amwell within East Amwell. The time for such appearances shall be in addition to the enforcement hours provided pursuant to this Agreement and said appearances shall be made without additional payment by East Amwell. In the event that the Municipal Court orders a West Amwell police officer to appear in court in connection with an East Amwell traffic enforcement matter at a time that cannot be scheduled by the West Amwell Police Department without incurring overtime, East Amwell will reimburse West Amwell for the overtime hours necessary for the police officer to comply with the Court Order at the officer's overtime rate as documented in an invoice submitted by West Amwell to East Amwell. The East Amwell Township Municipal Court Administrator will work with the West Amwell Police Captain or his designee to schedule court appearances by West Amwell police officers in connection with East Amwell traffic enforcement matters so as to avoid the need for overtime pay for such appearances.

g. East Amwell shall provide no additional compensation for any law enforcement services provided by West Amwell within East Amwell that are outside the scope of this Agreement. West Amwell police officers assigned to provide traffic enforcement services within East Amwell who confront a law enforcement emergency while providing such services are expected to respond as required according to their professional training, including contacting the State Police for further handling of any situation.

2. **TERM**

The term of this Agreement shall commence on January 1, 2016 and remain in effect until December 31, 2016, unless terminated sooner pursuant to Paragraph 9 below. The parties may agree in writing to renegotiate or extend this Agreement at the expiration of its initial term for additional one (1) year terms.

3. **CONSIDERATION**

East Amwell shall pay West Amwell fifteen thousand dollars (\$15,000.00) as full payment for providing the services identified in this Agreement. Payment will be made in three equal payments of five thousand dollars (\$5,000.00) to be paid on or about May 1, September 1, and December 31, 2016.

4. **REPORTS**

When requested by East Amwell, the West Amwell Police Captain or his designee will provide documentation of the hours, location, and productivity of the West Amwell police officers assigned to provide traffic enforcement services within East Amwell pursuant to this Agreement.

5. **REVENUES**

East Amwell shall be entitled to all revenues generated from law enforcement services provided pursuant to this Agreement, including but not limited to fines and court costs.

6. **INDEMNIFICATION**

East Amwell shall not be liable for any negligent, reckless or intentional acts or omissions of West Amwell and West Amwell shall indemnify, defend and hold East Amwell harmless from all losses, injuries or damage caused by the negligent, reckless or intentional acts or omissions of West Amwell or any of its respective employees or independent contractors in rendering law enforcement services pursuant to this Agreement, including any allegations against East Amwell arising out of the provision of police services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against East Amwell incident to such neglect, reckless or intentional acts or omissions. West Amwell is not obligated to indemnify East Amwell if the acts or omissions are exclusively that of East Amwell.

7. **INSURANCE**

West Amwell police officers providing law enforcement services pursuant to this Agreement will be considered employees of West Amwell at all times whether on East Amwell property or West Amwell property. West Amwell will provide workers compensation, police professional liability, comprehensive general liability, motor vehicle insurance and errors and omissions insurance related to services provided by West Amwell police officers pursuant to this Agreement.

West Amwell will cause East Amwell to be named as an additional insured on the above policies on a primary, non-contributory basis.

8. **APPLICABLE LAW**

Each party shall comply with all applicable laws pertaining to the provisions of law enforcement services including, without limitation to the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.*

9. **TERMINATION**

Either party may terminate this Agreement for any reason provided that the party seeking the termination provides a sixty (60) day written notice in advance of the date of the termination. Either party may terminate this Agreement in the event of a breach of the terms of this Agreement by the other provided that the party seeking the termination provides a ten (10) day written notice in advance of the date of the termination to allow for cure of the breach. This Agreement may be terminated at any time by written agreement of the parties.

10. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

11. **SEVERABILITY**

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

12. **WAIVER**

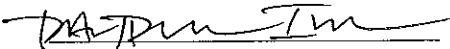
Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or condition at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

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


ATTEST:


Township Clerk

EAST AMWELL TOWNSHIP


Mayor

ATTEST:


Township Clerk

WEST AMWELL TOWNSHIP


Mayor