

LOCAL GOVERNMENT SERVICES

(Revised as of August 28, 2017)

~~SHARED SERVICES AGREEMENT BY AND BETWEEN~~
THE TOWNSHIP OF FRANKLIN AND THE BOROUGH OF ROCKY HILL

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B 9/15/2017

This Shared Services Agreement (the "Agreement") dated 9/15/2017, is entered into by and between the Township of Franklin, a municipal corporation of the State of New Jersey, whose business address is 475 DeMott Lane, Somerset, New Jersey 08873 (hereinafter, the "Township"), and the Borough of Rocky Hill, a municipal corporation of the State of New Jersey, whose business address is P.O. Box 188, 15 Montgomery Avenue, Rocky Hill, New Jersey 08553 (hereinafter the "Borough", the Township and the Borough, (collectively, the "Parties").

E 12/31/2022

WITNESSETH

WHEREAS, the Borough is interested in utilizing the services of the Township's Police Department for the provision of routine traffic enforcement within the jurisdictional boundaries of the Borough; and

WHEREAS, the Township is willing to provide such services to the Borough; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 et seq. permits a local unit of this State to enter into an agreement with any other local unit for the joint provision within their combined jurisdiction of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Parties desire to set forth the terms and conditions regarding the provision of such services by the Township to the Borough in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, it is hereby agreed by and between the Parties as follows:

1. Services to be Rendered. The Township, through the Township Police, shall provide traffic enforcement services (the "Services") to the Borough. Such Services shall require the Township Police to dispatch 1 uniformed Patrol Officer to the Borough for 4 hours a day, not to exceed 340

hours, during the Initial Term of the Agreement ending December 31, 2017. After January 1, 2018, such Services shall require the Township Police to dispatch 1 uniformed Patrol Officer to the Borough for 4 hours a day, not to exceed 600 hours during any one year of the Term of this Agreement. (For example, at a maximum of 600 hours during any one year, there may be three, four hour shifts each week for traffic enforcement consisting of 576 traffic enforcement hours per year (3 shifts x 4 hours per shift = 12 hours per week x 48 weeks = 576 traffic enforcement hours per year.) The specific times for such dispatch shall be mutually agreed upon by the Township and the Borough, provided, however, that the Chief of Police of the Township shall, in all cases, have the authority to adjust the schedule when applicable, for operational effectiveness for both the Township and the Borough. The Services shall also include as needed, court appearances regarding the Services provided. In no event shall the Services include, or be construed to include, any obligation for the Township Police to provide any service calls to the residents of the Borough; that obligation shall remain with the Borough's primary law enforcement unit, the New Jersey State Police. In the event towing services are required during the provision of the Services, the Township Police shall arrange for such towing services in accordance with the provisions of Chapter 178 of the Code of the Borough.

2. Applicability of Township Code. The Parties understand and agree that the provisions of Township Code §50-24, captioned "Police outside work/special police services", shall apply to this Agreement where applicable, and shall govern the obligations of the Parties hereunder, including the amount of compensation. Applicable provisions thereof are set forth in this Agreement. A true copy of the version of Township Code §50-24 printed on July 18, 2017 is attached as Exhibit A.

3. Authority of Chief to Assign Members. In accordance with Township Code §50-24(A), the Chief of Police of the Township, or designee, may at the Chief's discretion, assign members of the Township Police not on regular duty and who may volunteer for police outside work/special police services, to provide the Services to be rendered hereunder. While on outside work/special police services, the members of the Township Police shall be subject to all

provisions of the rules, regulations and directives governing the Township Police.

4. Advance Notice; Posting. In accordance with Township Code §50-24(B), the Borough shall contact the Township's Administrative Services Division at least 2 weeks prior to the beginning of the rendering of Services, so that a description of the job duties can be provided so an appropriate posting can be accomplished at Township Police headquarters. Because the Services will be rendered on a going basis subject to the terms and conditions of this Agreement, it will not be necessary for the Borough to provide any additional description of the job duties after the commencement of the Services, unless either (i) the scope of the Services changes, or (ii) there is a break in the rendering of Services for a period longer than 60 days.
5. Advance Payment Not Required; Monthly Invoicing. In accordance with Township Code §50-24(C), the Parties agree that the Borough will not be required to pay in advance for the Services. However, the Parties agree that during the Initial Term and the Term of this Agreement, the Borough shall make monthly payments to the Township for the Services, which will be based upon receipt of an invoice and voucher as provided by this Agreement.
6. Compensation for Services; Disposition of Fines or Penalties Collected. The Township shall be compensated by the Borough for the traffic enforcement Services, court appearances if required, and overtime required as a result of the provision of these Services, as discussed further herein. In accordance with Township Code §50-24(D), the base hourly rate of pay for the Initial Term of the Agreement for the Services shall be \$82.82 per hour. The hourly rate of pay for court appearances related to the Services shall be the overtime rate currently in force as set forth in the applicable collective bargaining agreement of the Township Police. Any fines or penalties collected as a result of the rendering of the Services by the Township less any statutory required deductions, shall belong to the Borough.
7. Cancellation Fees; Failure to Notice. In accordance with Township Code §50-24(F), if the Borough must at any time cancel the Services on a given date, the Borough shall be required to give notice at least 2 hours prior to the start

of the Services on a given date. A four-hour minimum charge will be levied for failure to adhere to the above cancellation policy.

8. Cancellation After Commencement. In accordance with Township Code §50-24(H), if, after a Township officer arrives in the Borough on assignment to render the Services, and the Services on that date are subsequently cancelled, the Borough shall pay a minimum charge equal to four hours for any specific date.
9. Scheduling Approval. The scheduling of the Services for various days shall meet the approval of both the Township Police and the Borough, subject to the provisions of this Agreement.
10. Monthly Reports. On the first day of the month, the Township shall provide the Borough with a report reflecting the Services rendered for the preceding 4 week period, identifying, at a minimum, the Police Officer providing the Services, location of the provision of the Services by street address, whether a Summons was issued by Summons number and outcome of the Summons, and the amount of any fines, penalties and/or fees collected that are attributable to the rendering of the Services. If in any given month the Township Police shall render the Services in a geographic area of the Borough that is smaller than the entirety of the Borough, such areas of the Borough shall be identified in the report. The report may, in the discretion of the Township, accompany the invoice for the Services rendered in the preceding month.
11. Responsibility for Personnel Rendering Services. The Chief of the Township Police shall be responsible for all hiring of personnel and the management of personnel required to render the Services. The Chief shall maintain all personnel records and shall process all payroll payments for Township Police staff and officers.
12. Compliance with Employment Regulations. The Township shall be responsible for ensuring that all State and Federal regulations governing the employment of personnel are followed, and that adequate records are maintained to demonstrate adherence.

13. Limitations on Compensation for Services Rendered. Provided that the Services do not exceed 600 hours in any 52 week period during the Term of this Agreement, the Parties agree that the maximum compensable amount for these Services shall not exceed \$28,160 for the Initial Term, and shall not exceed \$50,000.00 for the first full year of the Term, with a 2% increase of the \$82.82 hourly rate after January 1, 2018 and thereafter a 2% increase of the hourly rate on each annual anniversary of the Agreement. If these Services should however exceed 600 hours in any 52 week period, the overtime rate currently in force as set forth in the applicable collective bargaining agreement of the Township Police shall apply to any hours in excess thereof. Payment by the Borough during the Initial Term and the Term does not include costs to be paid to the Township for court appearances. In all cases, however, the foregoing limitations on rates shall be appropriately adjusted if the Township shall amend its fee schedule for the Services during the Term of this Agreement. It is agreed and understood by the Parties that a purchase order encumbering the necessary funds for the Services will be drawn by the Borough following the execution of this Agreement.
14. Access to Records. Both Parties agree that they will provide immediate access to any and all records related to the Services upon request and that the Township shall be responsible to respond to Open Public Records Act records related to the Services.
15. Meetings. Both Parties will be subject to all the requirements of this Agreement. The Parties agree that they will meet on a monthly basis, or as needed, to discuss the progress of the Services rendered hereunder. The Township shall be represented by the Township Administrator and Chief of Police of the Township or their designee and the Borough shall be represented by the Mayor and Council Chair of the Public Safety Committee.
16. Term and Termination. It is agreed that the initial term of this Agreement shall be until December 31, 2017 (the "Initial Term") and after January 1, 2018 the term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2018, and terminating on December 31, 2022 (the "Term"). Either Party reserves the right to cancel this Agreement upon 60 days written notice to the other for any reason. In the event the Township fails to

provide any of the Services which are described in this Agreement in a reasonable, timely and professional manner, the Borough, after providing the Township with 15 days notice to cure any complaint, inadequacy or problems, shall have the right to terminate this Agreement upon 30 days written notice if the Township fails to cure the complaint, inadequacy or problem. If the Borough does not pay any invoice for Services rendered for a period greater than 30 days, the Township reserves the right to terminate this Agreement and cease the provision of the Services.


17. Court Appearances. Any Summons issued as a result of the Services provided by the Township shall be returnable at the Borough of Rocky Hill Municipal Court, 15 Montgomery Avenue, Rocky Hill, New Jersey 08553.
18. Hourly Rate. The hourly rate is inclusive of payment to the Police Officer, Township's administrative fee and use of patrol vehicle.
19. Mutual Indemnification. Each Party agrees to indemnify and hold the other Party and its officers, employees and agents, harmless from and against any claim, loss, damage or expense, including reasonable attorney's fees, for which such other Party becomes liable due to the acts or omission of the other.
20. Insurance. The Township shall maintain at its sole cost and expense, Comprehensive General Liability Insurance, and Worker Compensation and Employers Liability Insurance throughout the Term of this Agreement.
21. Governing Law. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the Parties shall be governed by the laws of the State of New Jersey.
22. No Assignment or Transfer. Neither the Borough nor the Township shall assign, sublet or transfer any rights or interest in this Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing

herein shall be construed to give any rights or benefits to anyone other than the Borough and the Township.

23. Binding of Successors. The Borough and the Township each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party in respecting all covenants and agreements and obligations of this Agreement.
24. Severability. If any provision in this Agreement is held to be invalid, void or unenforceable by a duly appointed arbitrator or by any court, the remaining provisions shall nevertheless continue in full force provided that the essential terms of the transaction remain unchanged.
25. Amendments. Any amendment to this Agreement may only be accomplished by a writing signed by the Party against whom the amendment is being enforced.
26. Entire Agreement. The Agreement represents the entire agreement between the Parties with respect to the subject matter, and no amendment, modification or alteration to the terms hereof shall be binding unless the same is in writing and duly executed by the Parties hereto.

IN WITNESS WHEREOF, the Township of Franklin and the Borough of Rocky Hill have caused this instrument to be executed by their respective Mayors pursuant to the Resolutions that the said Township and Borough have respectively passed for said purpose, as of the day and year first written above.

ATTEST:

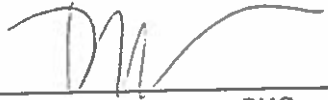

Ann Marie McCarthy, MMC,
Township Clerk

TOWNSHIP OF FRANKLIN

By: 

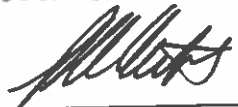
Mayor

ATTEST:



Rebecca Newman, RMC,
Borough Clerk

BOROUGH OF ROCKY HILL



By: _____
Phil Kartsonis,
Mayor