

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Neptune COUNTY: Monmouth

RECIPIENT: Borough of Neptune City COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Township will provide Borough with prisoner processing and holding and serve as the Municipal Jail for the Borough

EFFECTIVE DATE: January 1, 2017

EXPIRATION DATE: December 31, 2021

Estimated cost savings over term of agreement: \$10,300.00

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 SERVICE AGREEMENT

BETWEEN THE

TOWNSHIP OF NEPTUNE

AND THE

BOROUGH OF NEPTUNE CITY

THIS SHARED SERVICE AGREEMENT ("Agreement") is made this ____ day of _____, 2011 by and between the TOWNSHIP OF NEPTUNE, a body politic of the state of New Jersey, having its principal offices located at 25 Neptune Boulevard, Neptune, New Jersey 07753 (hereinafter referred to as the "Township"), and the Borough of Neptune City, a municipal corporation of the state of New Jersey, having its principal offices located at 106 West Sylvania Avenue, Neptune City, New Jersey 07753 (hereinafter referred to as the "Borough").

IT IS AGREED:

1. The Township, under the auspices of the Neptune Township Police Department, will include the Borough as part of the Township's Prisoner Processing and Holding System (the "System") and thereby serve as the Municipal Jail for the Borough, in accordance with the participation plan agreed upon by the Police Departments of the Township and Borough and filed with the Municipal Clerk of each agency.
 - (a) The System will meet the technical requirements and operational standards set forth by the New Jersey State Attorney General, the New Jersey State Department of Corrections and all regulations and guidelines related to the operation of a municipal jail and prisoner processing.
 - (b) The Township will provide prisoner cells, timely prisoner processing services, use of video/recording rooms, use of related facilities and equipment, including but not limited to blood alcohol content testing equipment, Internet access, telephone access, photography equipment, fingerprinting technology,

~~and other services and space necessary for appropriate operation of this~~
System.

- (c) It is recognized by the parties that the Monmouth County Sheriff's Department has agreed to transport prisoners from the Township to the Monmouth County Correctional Institute (MCCI) at no cost to the municipalities that process and hold prisoners at our regional municipal jail. So long as this arrangement remains, there will be no cost to the Borough for transport of prisoners to MCCI. Should there be a fee from the County or other transporting agency for movement of prisoners from the Township facility, the Borough will remain responsible for the cost of transporting their prisoners.
 - (d) The Borough shall be responsible for the cost of feeding their prisoners should regulation require that a Borough prisoner be fed.
 - (e) The Borough shall abide by Neptune Township Policies and Procedures governing prisoners.
2. The Township shall provide the above services for the period commencing January 1, 2017, or as soon thereafter as the services begin, through December 31, 2021.
3. The Township shall provide the above services according to the following fee structure.
- (a) The full 2017 fee shall be \$1,900.00 per month. Upon receipt of a proper invoice from the Township, the Borough shall pay said fee within thirty days billing.
 - (b) The monthly fee for each subsequent year of this Agreement shall be as follows. Upon receipt of a proper invoice from the Township, the Borough shall pay said fee on or about April 1st of each year of the Agreement.
 - i. 2018: \$2,000
 - ii. 2019: \$2,000
 - iii. 2020: \$2,200
 - iv. 2021: \$2,200

~~(c) Should the method of service and billing be rolled into the general County~~

Tax Rate or some other basis, then this Agreement shall terminate on the date of the transition to such change.

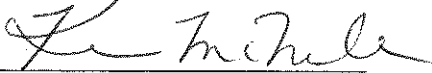
4. This Agreement specifically excludes computer related services, which both parties previously addressed under a separate Shared Services Agreement with Monmouth County.
5. The Borough shall be responsible for stocking consumable supplies such as Alcotest® mouthpieces, rubber gloves, property bags, and evidence bags for use in connection with services provided to the Borough.
6. This Agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to N.J.S.A. 40A:65-1, et seq.
7. The Township shall defend, indemnify and save harmless the Borough, its officers, agents and employees from and against all suits, costs (including attorney fees and costs, and court costs), claims, expenses, liabilities, and judgments of every kind to which the Borough may be subjected by reason of any actions or inactions by the Township's officers, agents and employees.
8. The Borough shall defend, indemnify and save harmless the Township, its officers, agents and employees from and against all suits, costs (including attorney fees and costs, and court costs), claims, expenses, liabilities, and judgments of every kind to which the Township may be subjected by reason of any actions or inactions by the Borough's officers, agents and employees.
9. The Borough and the Township agree to work harmoniously to properly execute the intent of this agreement. Both parties agree to immediately report any situation that negatively impacts the working relationship intended to exist as a result of this agreement. Upon receipt of such a report, both parties agree to implement a timely investigation and implementation of remedial actions when deemed appropriate. The agents of the Borough and Township Police Departments shall implement a process by which such action can be investigated.
10. Either party may terminate this Agreement with minimum ninety (90) days written notice, with or without cause. The Township explicitly reserves the right to terminate this Agreement with ninety (90) days written notice for the following reasons:

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- (a) The Borough failed to pay for services rendered, provided that the Township had provided adequate request for payment.
 - (b) The Borough failed to comply with the State and Township system guidelines, provided that such failure was reported to the Borough and provided sufficient opportunity to correct the issues reported upon.

- 11. The Township Clerk shall file a fully executed copy of this Agreement with the Division of Local Government Services, NJ Department of Community Affairs.
- 12. Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution authorizing the execution of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

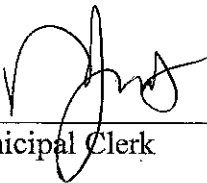
TOWNSHIP OF NEPTUNE



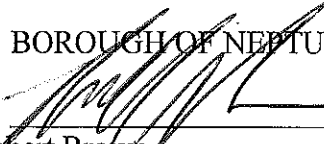
By: Kevin McMillan
Title: Mayor

Date: 11/30/16

ATTEST:


Municipal Clerk

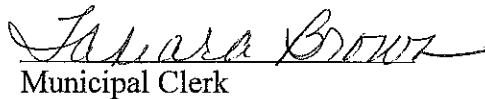
BOROUGH OF NEPTUNE CITY



By: Robert Brown
Title: Mayor

Date: 12/5/2016

ATTEST


Municipal Clerk

RESOLUTION #16-462 – 11/28/16

AUTHORIZE THE EXECUTION OF A RENEWAL OF THE INTERLOCAL SERVICES AGREEMENT WITH THE BOROUGH OF NEPTUNE CITY TO PARTICIPATE IN THE TOWNSHIP'S PRISONER PROCESSING AND HOLDING SYSTEM

WHEREAS, the Township of Neptune has established a Prisoner Processing and Holding System in its Police Department; and,

WHEREAS, the Township of Neptune and the Borough of Neptune City desire to enter into an Interlocal Service Agreement pursuant to N.J.S.A. 40:8A-1 et seq. to allow the Borough to utilize the Township Prisoner Processing and Holding System to process prisoners from the Borough in accordance with standards set by the New Jersey State Attorney General; and,

WHEREAS, this will be a renewal of existing Agreement that expires on December 31, 2016; and,

WHEREAS, the Borough will agree to pay the Township a monthly fee of \$1,900.00 in the year 2017, a monthly fee of \$2,000.00 in years 2018 and 2019, and a monthly fee of \$2,200.00 in years 2020 and 2021; and,

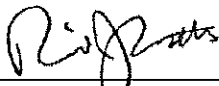
WHEREAS, this Interlocal Service Agreement shall be automatically renewed on an annual basis on the anniversary date of the signing of said Agreement for a term of five (5) years,

THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Neptune hereby authorizes the execution of an Interlocal Services Agreement with the Borough of Neptune City, a copy of which is on file in the Office of the Municipal Clerk, which authorizes the Borough to utilize the Township's Prisoner Processing and Holding System for Borough prisoners; and,

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Chief Financial Officer, Chief of Police, Assistant C.F.O., and the Borough of Neptune City.

CERTIFICATION

HEREBY CERTIFY THE ABOVE TO BE A TRUE
COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
NEPTUNE ON NOVEMBER 28, 2016



Richard J. Cuttrel, Municipal Clerk