

**INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF  
WESTVILLE  
AND THE BOROUGH OF NATIONAL PARK  
FOR THE BOROUGH OF WESTVILLE TO PROVIDE POLICE COVERAGE AND  
PROTECTION TO AND FOR THE BOROUGH OF NATIONAL PARK**

This INTERLOCAL SERVICES AGREEMENT (the "Agreement") is made this 20<sup>th</sup> day of August, 2008 by and between the Borough of National Park, County of Gloucester, a municipal corporation in the State of New Jersey, with offices located at 7 South Grove Avenue, National Park, New Jersey, hereinafter referred to as "Borough", and the Borough of Westville, County of Gloucester, a municipal corporation of the State of New Jersey, with offices located at 1035 Broadway, Westville, New Jersey, referred to as the "Provider."

**WITNESSETH**

WHEREAS, it is deemed to be in the best interests of the residents of the Borough of Westville (Provider) and the Borough (National Park) to enter into a contract pursuant to N.J.S.A. 40:8A-1, *et seq.* (the "Interlocal Services Act") to enable Provider to afford protection and coverage through Provider's Police Department to the Borough and

WHEREAS, by Resolution No. 67-2008 adopted on August 6, 2008 and Resolution No. 94-2008, adopted on August 13, 2008, the Borough and Provider authorized entry into the within Agreement between the parties

WHEREAS, the Borough of National Park wishes to ensure the safety and welfare of its residents by having police protection and continuous coverage on a 24-hour per day, 7-day per week basis, which is economical, safe and prudent; and,

WHEREAS, the Interlocal Services Act permits and provides a mechanism for contracting between local units such as the provider and the Borough for police coverage and protection by entry into an Interlocal Services Agreement; and,

WHEREAS, the Provider has in place a Police Department that is qualified and able to provide the Borough's police coverage and protection in accordance with the terms set forth herein;

WHEREAS, the Provider and the Borough wish to memorialize herein their Interlocal Services Agreement for the provision and funding of Provider's rendering police coverage and protection to the Borough of a full-time basis in lieu of Borough's having its own Police Department in accordance with the Interlocal Services Act; and

WHEREAS, the Borough has determined that its residents will be provided with substantially enhanced and increased public safety and police protection services at a significant savings by entering into this Agreement with the Provider, and therefore has

chosen to eliminate and dissolve (and expressly not "merge") its existing Police Department.

NOW THEREFORE, the Provider and Borough in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. (a) The Provider does hereby agree to provide professional police protection and coverage to Borough as set forth in this Agreement, on a 24-hour, 7-day per week basis, in consideration of the following payments by the Borough to Provider :

- (1) August 20, 2008: \$194,870 balance of 2008
- (2) January 1, 2009; \$571,900
- (3) January 1, 2010; \$599,500
- (4) January 1, 2011; \$630,000
- (5) January 1, 2012; \$662,400

The respective annual payments shall be made by the Borough to the Provider in equal quarterly installments on the fifteenth day of each tax calendar quarter in each respective year during the term hereof, except that the initial quarterly payment shall be made on full execution of this Agreement by all parties and the amount of such initial payment shall be adjusted and apportioned pro rata as of the date of the initial payment.

(b) The initial term hereof shall be for Four Years, Four Months (4.33 years), commencing upon the effective date of this Agreement which is set forth in 4(a) below.

(c) The Provider, as agent for the Borough, shall assume all responsibility for police protection and coverage in and for the Borough. All rules and regulations pertaining to Provider's Police Department shall be promulgated and enforced by the Provider. Police training shall be the responsibility of the Provider. Provider will be responsible for Administration of Crossing Guard Services with payment being made to the Crossing Guards by Borough. Borough crossing guards would remain the employees of and the responsibility of Borough.

2. The Provider shall have full powers of performance and maintenance of the police coverage and protection services and full powers to undertake any ancillary police operations necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement, including all powers of enforcement and administrative regulations applicable in the Borough. However, no rule or regulation shall be established which shall in any way differentiate between the police protection and coverage provided to the Provider and to the Borough, nor shall any policy, written or unwritten, be made which shall in any way provide unequal police protection. The

Provider's police protection and coverage shall be the same in all manners and respects for the Provider and the Borough.

3. (a) The Provider shall annually budget adequate and sufficient monies or funds for professional police protection and coverage for the Provider and for the Borough for the term of this Agreement.
  - (b) Notwithstanding the provisions of Paragraph (a) of this Section 3, in the event the United States or the State of New Jersey enact legislation which mandates police services or equipment beyond the scope of police services or equipment currently required by law, the parties agree to negotiate in good faith on the supplemental compensation due to the Provider to offset the Borough's share of such increased costs. In the event the parties cannot agree on the terms of an amendment to this Agreement to cover the supplemental compensation, the matter shall be submitted to binding arbitration in the manner prescribed by Paragraph 5a.  
In the further event that the Borough requests additional law enforcement services which are clearly not contemplated by the Provider at the present time, and which would also result in a substantial increase in the Provider's cost due to the purchasing additional equipment, the hiring additional personnel, the provision of additional patrols on a permanent basis, and/or the addition of foot or bicycle patrols on a regular basis, the parties may agree to adjust the services provided so long as the Borough of National Park pays the actual costs incurred by the Provider in providing the additional services.
4. (a) This Agreement shall be effective and performance of police coverage and protective services provided for herein shall commence at (12:00 a.m.) on August 20, 2008 subject to: (1) Adoption of final Resolutions or Ordinances, if required, by the Provider and the Borough approving the execution of this Agreement; (2) full execution of this Agreement by all parties; and (3) the Provider receiving written confirmation from the Borough that the Borough has met all statutory and/or regulatory requirements needed to dissolve the Borough's existing Police Department.
  - (b) In the event that either party seeks to terminate this Agreement, said party shall provide at least one year's written notice in advance of the date of the termination, except that the Agreement may not be terminated prior to January 1, 2013 absent a showing of good cause. In the event that either party does not wish to renew this Agreement, said party shall provide at least one year's written notice in advance of the December 31, 2012 end date. Should the parties not give such notice, then they are bound to commence good faith negotiations for the renewal of this Agreement on or about April 1, 2012.

5. (a) The Provider's Chief of Police, who, under the Provider's form of government, has the duty and responsibility for control of Provider's Police Department, shall continue to have the duty and responsibility for said control and coverage as concerning the Borough. The Chief shall advise the Provider and the Borough immediately of any or all changes in police rules, regulations, or policy that could in any way materially affect police coverage or protection to the Borough or its residents and inhabitants as contracted for hereunder. In the event an objection is raised by the Borough respecting any such changes in police rules, regulations or policy, or there arises any other disputes or questions between the parties as to interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the services and other responsibilities contracted for hereunder, the Chief shall meet with the Mayors of the Borough and the Provider to resolve the matter. If the parties cannot then reach an agreement on such changes, disputes or questions, the parties agree to binding arbitration by a panel of three (3) retired New Jersey Superior Court Judges to resolve such changes, disputes, or questions. The New Jersey Rules of Evidence shall apply in any arbitration necessitated under this Agreement and the panel of Arbitrators shall issue written findings of facts and conclusions of law in connection with any arbitration conducted. Notwithstanding the existence of a dispute as to any amount to be paid by the Borough of National Park to the Provider for payment of services performed by the Provider pursuant to this Agreement, the Borough of National Park shall continue, pursuant to N.J.S.A. 40:8A-7, to make payments to the provider in as set forth herein in paragraph 1(a) herein until a final, unappealable determination that the amount due was less than what was actually so paid, in which event the Provider shall forthwith repay the excess. In any arbitration proceedings brought pursuant hereto, in the event the Arbitration panel finds one party to have been solely in default, the Panel shall award costs and attorneys' fees to the prevailing party. In all other cases, the parties shall equally split the costs of the Arbitration Panel and proceeding and bear their own attorneys' fees.

In the event of a dispute as to interpretation of the terms of this Agreement or the satisfactory performance by any of the parties of the services and other responsibilities contracted for hereunder. The Provider shall be under a continuing obligation to provide police services as set forth herein pending resolution of the dispute. The Borough shall be entitled to injunctive relief and all other equitable and legal remedies to enforce this provision of the parties' agreement.

- (b) The Provider's chief of Police shall make himself available, at such reasonable times required by the Borough and directed by the Provider, for the purpose of providing status reports regarding police coverage and issues involving or affecting the Borough.

6. The 24-hours per day, 7-day per week coverage shall ensure that the Borough of National Park is designated as a specific zone of patrol that will receive equal police patrol as that provided to those in the Borough of Westville. The provider's police duties and responsibilities with respect to the zone or district shall include, but not be limited to, funerals; marches; pickets; protests; community policing; contests, fairs, shows, performances and the like; and such other events, duties or responsibilities that are similarly offered and/or provided to the Borough of Westville. The Provider shall coordinate and provide off-duty "special event coverage", including construction detail and sporting or special events in the Borough of National Park on the same terms as provided in the Borough of Westville and the Provider shall be responsible for scheduling, billing, collection and payment for such services.

By way of further explanation, police coverage from the Provider shall include, but not be limited to:

- All educational services offered and provided by the Provider to the Borough, including, but not limited to DARE;
- All Other police patrol functions, including, but not limited to, Fire Department and First Aid Squad assists, initial investigations of crimes. All other police patrol functions, including, but not limited to, Fire Department and First Aid Squad' assists, initial investigations of crimes and offenses, motor vehicle accident investigations and reporting, DUI roadblocks, breathalyzer machines and operators, at the same level as provided to the Borough of Westville and proportional to the respective geographic areas, populations and police related incidents;
- All services related to domestic violence incidents, including, but not limited to, matron service, and a Domestic Violence Response Team;

All detective and investigative services at the same level as provided to the Borough of Westville, including, but not limited to, crime scene investigations, criminal complaint intakes, interviews, investigations and charging, background checks on current or prospective Borough of National Park employees, fingerprinting, and evidence identification and storage for cases commencing at the inception of this Agreement.

7. As additional consideration hereunder, the Borough of National Park shall provide, transfer and convey to the Provider all right, title and interest of the Borough of National Park in the equipment and personally identified on the "Equipment List" attached hereto as Exhibit A. The Provider shall be solely responsible for all future costs associated with any and all capital expenditures needed to maintain and/or upgrade its police force and other general operating expenses of a day-to-day nature. This is consistent with the objective of this Agreement, that the Borough of

National Park is disbanding its existing police force and engaging the Provider to provide police coverage consonant with an inter-municipal agreement for services.

8. The Borough of national Park shall disband, dissolve and/or eliminate it's Police Department, as permitted by applicable statute and/or regulation including N.J.S.A. 40:8A-6.1, for reasons of economy and efficiency. A listing of inventory, items and equipment to be transferred by the Borough of national Park to the Provider under and as of the effective date of this Agreement is annexed hereto as Exhibit "A."
9. The Provider shall be solely responsible, for all liability insurance, worker's compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, any and all other expenses related to employee compensation or benefits; and the training, hiring, firing and discipline of police personnel and staff, including all incidental expenses and costs that accompany same from the effective date of this agreement. Borough is responsible for all of the above for all dates prior to the effective date of this agreement.
10. The Provider and the Borough of National Park agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed in writing by both parties and with proper official public action.
11. The Provider's Police Chief, with the assistance of other members of the Provider's Police Department who may be detailed for that purpose, will submit a monthly report on police activity within the Borough of National Park utilizing the same format as submitted to the Provider in accordance with New Jersey Law. The Borough of National Park may from time to time, require additional information from the Police Department. The Borough of National Park may request the additional information from the Provider, who will review the request and direct the police department accordingly.
12. (a) Neither party shall be liable for any negligent, reckless or intentional acts or omissions of the other and each shall indemnify, defend and hold the other harmless from all losses, injuries or damages caused by the negligent reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the law enforcement services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

- (b) It is recognized and understood that the Provider and the Borough of National Park participate in the Joint Insurance Funds (JIF). Final approval of this Agreement by the Provider and the Borough of National Park is subject to each obtaining assurance of coverage by their respective insurance carriers and that each will name the other as additional insured on any appropriate insurance policies it separately maintains. Provider will name Borough as additional insured for General Liability and Police Professional Liability only. Borough will name Provider as additional insured for General Liability. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event the Provider ceases to participate in the JIF, such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party. In the event the Borough changes insurance carriers, the Borough shall provide alternative insurance comparable to what is in place as of the date of this Agreement and is subject to Provider's reasonable approval.
13. The Westville Police Department shall be under the exclusive authority and control of the Provider. The Borough of National Park shall not provide any direction or instruction to or discipline or reprimand any member of the Westville Borough Police Department. All complaints, instructions, requests or other lines of communication shall be through the Borough of Westville Mayor and/or Administrator, or such other chief administrative officer as may be designated from time to time. The Borough of National Park shall further designate one of its Councilpersons together with its Mayor, and/or the assigned representative as its representative for all communications with the Provider regarding the provision of law enforcement services under this Agreement. Nothing contained in this Section shall prevent the designated Councilperson or Mayor from the Borough of National Park from contacting the Chief of Police or his/her designee with information or suggestions regarding law enforcement problems so long as the Westville Borough Mayor or Administrator is made aware of such contacts and the substance thereof.
14. The Provider and the Borough of National Park agree to cooperate, seek and share, if required, any and all financial benefits, aid, funding, tax relief, credits, and the like available from other government units or entities, including the United States of America, the State of New Jersey, New Jersey's Regional Efficiency Aid Program (REAP), and/or the County of Gloucester, as a result of this shared services Agreement and the parties agree to make any written submissions and to execute any documents required in connection with the foregoing.

15. To provide 24-hour per day 7-day per week coverage law enforcement services to the Borough of National Park as provided herein. However, the Provider shall retain the right, throughout the duration of this Agreement, to increase or decrease its staffing levels as it deems appropriate to meet its needs, provided that no such changes in staffing alter any of the obligations of either party under this Agreement. The parties hereto expressly intend and recognize that this agreement does not provide for the "joint provision of law enforcement services," as contemplated by N.J.S.A. 40A:8A-6.1. As a result thereof, the provider shall not be responsible for the police officers presently employed by the Borough of National Park. The Borough of National Park further agrees to indemnify, defend and hold the Provider harmless from and against any and all claims of the current Borough of National Park police officers. Such indemnification shall apply to any and all costs incurred by the Provider including, without limitation, the payment of any additional wages or damages to any of the Borough of National Park police officers.
16. The consideration paid by the Borough of National Park to the Provider shall remain fixed in the amounts set forth on Paragraph 1. (a), above. The Provider shall be precluded from making any "charge-backs" or similar invoicing to the Borough of National Park for any overtime required to meet the obligations of the Provider as provided for herein, except for special event coverage as described in paragraph 6 above.
17. The parties shall not be responsible for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by a party or agent thereof unless such part or share is provided for in the contract or in an amendment thereto which shall have been ratified by the contracting parties in the manner by which this Agreement was ratified.
18. The Borough of National Park agrees to indemnify and hold the Provider and Borough of Westville, its officials, directors, officers, attorneys, representatives, employees, agents, and legal assigns or successors harmless from and against any employment-related claims, suits, grievances or liability attributable to any hiring pursuant to paragraph 17 herein of any presently or previously employed police officers of the Borough of National Park. The Borough of National Park shall pay all costs and reasonable attorney's fees in any such defense of such claims, lawsuits, allegations, cross-claims, third-party claims, demands, liens for payment, and other legal actions.
19. The Borough of National Park shall provide to the Provider current street map for the Borough of National Park, updated periodically as necessary, and shall further post and maintain all street signs in the Borough of National Park. Borough of National Park will furnish the Provider with 3 complete copies of

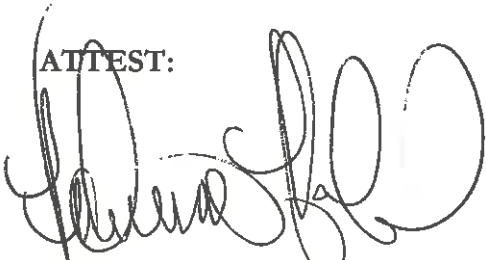


the Borough of National Park's Municipal Code for use in enforcing the Borough of National Park's local ordinances, and will provide ongoing supplements as necessary.

20. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.
21. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.
22. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one 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 caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:



VICTORIA HOLMSTROM  
ACTING CLERK

BOROUGH OF NATIONAL PARK



MAYOR PATRICIA KOLOSKI

ATTEST:



CHRISTINE A. HELDER  
BOROUGH CLERK

BOROUGH OF WESTVILLE



MAYOR RUSSELL W. WELSH, JR.

**FIRST ADDENDUM TO INTERLOCAL SERVICES AGREEMENT  
(k/n/a "SHARED SERVICES AGREEMENT") BETWEEN THE  
BOROUGH OF WESTVILLE AND THE BOROUGH OF  
NATIONAL PARK FOR THE BOROUGH OF WESTVILLE TO  
PROVIDE POLICE COVERAGE AND PROTECTION TO AND  
FOR THE BOROUGH OF NATIONAL PARK FOR THE YEARS  
2013, 2014 AND 2015**

**Between**

Borough of Westville, a Municipal Corporation of the State of New Jersey, whose address is 165 Broadway, Westville, New Jersey 08093, Provider **and** BOROUGH OF NATIONAL PARK, a Municipal Corporation of the State of New Jersey, whose address is 7 South Grove Avenue, National Park, New Jersey 08063.

The Provider and Borough agree to the following terms and conditions:

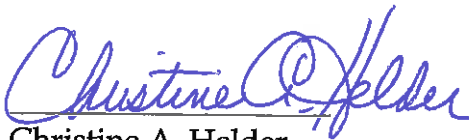
1. Both parties agree to extend the present "Interlocal Services Agreement" attached hereto as Exhibit "A" for a period of three (3) additional years (i.e., 2013, 2014 and 2015) per the terms and conditions contained in the initial Interlocal Services Agreement subject to the understanding that there will be no increase in the total cost to National Park from the 2012 total cost for each of the three (3) additional years. That is, cost to National Park is \$662,400 for the year 2013, \$662,400 for the year 2014 and \$662,400 for the year 2015.

This First Addendum may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

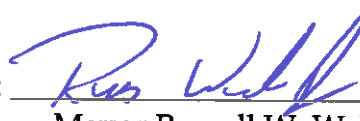
ATTEST;

BOROUGH OF WESTVILLE (Provider)



Christine A. Helder  
Municipal Clerk

By:



Mayor Russell W. Welsh, Jr.

ATTEST:

BOROUGH OF NATIONAL PARK



Joshua Pitts, Clerk

By:



Mayor Mark Cooper

## **INTERIM INTERLOCAL SERVICE AGREEMENT**

**THIS INTERIM INTERLOCAL SERVICE AGREEMENT** dated this 4<sup>th</sup> day of June, 2008, by and between the Borough of National Park, a municipal corporation of the State of New Jersey (“National Park”), and the Borough of Westville, a municipal corporation of the State of New Jersey (“Westville”).

### **RECITALS**

1. The Borough of National Park (National Park) is a municipal corporation of the State of New Jersey with offices located at 7 S. Grove Avenue, National Park, NJ 08063.
2. The Borough of Westville is a municipal corporation of the State of New Jersey with offices located at 1035 Broadway, Westville, NJ 08093.
3. National Park is currently without the direction of a Chief of Police or an Officer in Charge of its Police Department.
4. The Gloucester County Prosecutor’s Office took over jurisdiction of the National Park Police Department on May 2, 2008 (pursuant to N.J.S.A. 5217b-112(b)) and thereafter appointed Chief Fred Lederer of the Westville Police Department as Officer in Charge/Acting Police Chief of the National Park Police Department.
5. Westville has provided payment to Chief Lederer for his work which has been performed through the appointment of the Gloucester County Prosecutor’s office as a benefit to National Park.
6. The Gloucester County Prosecutor’s Office has advised National Park that payment for such services should be made directly to either Chief Lederer or to Westville.
7. Westville has indicated that payments under this agreement should be made to it as Chief Lederer’s employer, due to insurance concerns.
8. N.J.S.A. 40:8A-1 specifically authorizes local government units to enter into agreements for the provision of interlocal services.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, National Park and Westville do hereby agree as follows:

**AGREEMENT**

**A. DESCRIPTION OF WORK.**

The work performed shall be under the statutory authority covered in N.J.S.A. 40A:14-118.

**B. ESTIMATED COST.**

National Park shall pay a sum of \$41.72 per hour to Westville for all hours worked by Chief Lederer. The hours of coverage will vary with need, but are estimated to be 10 hours per week.

**C. BILLING AND PAYMENT.**

Westville Borough shall submit a billing to National Park on or before the last calendar day of each month. The billing shall include a total amount of hours worked in the month with a weekly breakdown of the same.

National Park shall remit payment as billed within the first ten (10) calendars days of the following month, made payable to "The Borough of Westville".

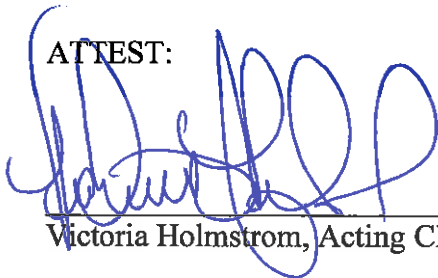
**D. DURATION OF AGREEMENT.**

This Agreement shall remain in effect for the time period that Chief Lederer is designated as Officer in Charge/Acting Police Chief by the Gloucester County Prosecutor's Office

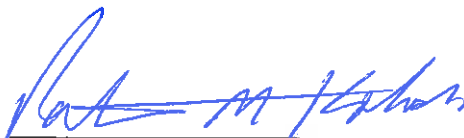
**E. EFFECTIVE DATE.**

This Agreement is effective retroactive to May 5, 2008, the date of Chief Lederer's appointment as Officer in Charge/Acting Chief of the National Park Police Department by the Gloucester County Prosecutor's Office.

ATTEST:

  
Victoria Holmstrom, Acting Clerk


BOROUGH OF NATIONAL PARK

  
PATRICIA M. KOLOSKI, MAYOR

ATTEST:

  
Christine A. Helder, Municipal Clerk

BOROUGH OF WESTVILLE

  
RUSSELL W. WELSH, JR.  
COUNCIL PRESIDENT

**RESOLUTION #94-2008**

**RESOLUTION OF THE BOROUGH OF WESTVILLE,  
COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY  
AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT FOR  
POLICE SERVICES WITH THE BOROUGH OF NATIONAL PARK**

**WHEREAS, the Borough of National Park will dissolve its Police Department on August 20, 2008; and**

**WHEREAS, the Borough of Westville has negotiated in good faith an agreement with the Borough of National Park, a municipal corporation, that will provide police services to the residents of the Borough; and**

**WHEREAS, said agreement shall be effective from 12:01 am on August 20, 2008 through December 31, 2012; and**

**WHEREAS, the Mayor and Municipal Clerk of the Borough of Westville shall be and are hereby authorized to execute the Interlocal Service Agreement on behalf of said Borough of Westville with the Borough of National Park, and a copy of the Agreement shall be filed with the Commissioner of the Department of Community Affairs.**

**NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Westville that the Mayor and Municipal Clerk be authorized to execute said agreement with the Borough of National Park.**

**ADOPTED at a meeting of the Governing Body of the Borough of Westville held on Wednesday, August 13, 2008.**

**BOROUGH OF WESTVILLE**

**RUSSELL W. WELSH, JR., MAYOR**

**ATTEST:**

**CHRISTINE A. HELDER  
MUNICIPAL CLERK**