

**INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF
CALIFON AND THE TOWNSHIP OF WASHINGTON, COUNTY OF MORRIS
FOR THE TOWNSHIP OF WASHINGTON
TO PROVIDE POLICE SERVICES TO AND FOR THE BOROUGH OF CALIFON**

THIS INTERLOCAL SERVICES AGREEMENT (the "Agreement") is made on the ____ day of May, 2007, by and between the Township of Washington, County of Morris, a municipal corporation of the State of New Jersey with offices located at 43 Schooleys Mountain Road, Long Valley, New Jersey, hereinafter referred to as "Provider," and the Borough of Califon, County of Hunterdon, a municipal corporation of the State of New Jersey, with offices located at 39 Academy Street, Califon, New Jersey, hereinafter referred to as "Borough."

WHEREAS, it is deemed to be in the best interests of the residents of Provider and Borough 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 police services through Provider's Police Department to the Borough; and

WHEREAS, by Resolutions adopted on April 16, 2007 and May 21, 2007 by the Township and on April 24, 2007 and on May 21, 2007 by the Borough, the Township and Borough respectively authorized preparation and execution of the within Agreement between the parties; and.

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

WHEREAS, the Provider and the Borough wish to enter into an Interlocal Services Agreement for the provision and funding of Provider's rendering police services to Borough on a full-time basis.

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

1. SCOPE OF SERVICES

(a) The Provider agrees to provide police officers and equipment to render police services to Borough on a 24-hour, 7-day per week basis. Such services shall be provided under the sole and exclusive direction of the Chief of Police of the Township of

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Washington. All rules and regulations pertaining to Provider's Police Department shall be promulgated and enforced by the Provider.

(b) The 24-hours per day, 7-day per week coverage shall ensure that the Borough of Califon is designated as a specific zone of patrol that will receive police services equal to those provided to the Township of Washington. The Provider's police duties and responsibilities with respect to patrolling the Borough shall include, but are not limited to general patrols, response for general service calls, all part one (1) and part two (2) offenses identified under the Uniform Crime Report (UCR), all police/fire/medical emergencies, all traffic related issues, all offenses covered by New Jersey Fish and Game laws; and the like.. The Provider shall coordinate and provide off-duty "special event coverage", including construction detail and sporting or special events coverage in the Borough on the same terms as is provided in the Township of Washington and the Provider shall be responsible for scheduling, billing, collection and payment of the officers for such services; however special events coverage will be an additional charge to the Borough at the Provider's contractor's rate.

(c) By way of further explanation, police services provided by the Provider shall include, but not be limited to:

1. All police patrol functions, including but not limited to, property checks, vacant home checks, burglar/fire alarms, Fire Department and First Aid Squad assists, initial investigations of crimes and offenses, radar enforcement, motor vehicle accident investigations and reporting, DUI roadblocks, alcohol breath test machines and operators, at the same level as provided to the Township of Washington and proportional to the respective geographic areas, populations and police related incidents;

2. All services related to domestic violence incidents, including, but not limited to matron service, and a Domestic Violence Response Team;

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

4. Participation and attendance at court proceedings in connection with charges, summonses and other enforcement actions. For attendance at any court

proceedings other than in the shared municipal court, there shall be an additional charge payable to Provider by the Borough as provided in Section 3(d) of this Agreement.

(b) Specifically excluded from the law enforcement services provided hereunder are, without limitation, school crossing guard services, and Office of Emergency Management positions.

(c) 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 of administrative regulations applicable in the Borough.

(d) The Provider's Chief of Police, with the assistance of other members of the Provider's Police Department who may be detailed for that purpose, will submit a monthly report of police activity within the Borough. The Borough may from time to time request additional information from the Chief of Police, who will review the request and direct the police department accordingly.

(e) By separate agreement the Borough of Califon and the Township of Washington will provide for a shared municipal court. The Provider shall issue summonses for violations of state law and municipal ordinances that shall be returnable in the shared municipal court.

(f) Borough shall not be responsible for any wear and tear on Township vehicles nor shall it be responsible for maintenance on said vehicles or for any damages that may occur to said vehicles in the performance of police services.

2. TERM AND RENEWAL

(a) The initial term hereof shall be for one year (1) year commencing at 7:00 a.m. on June 1, 2007 subject to adoption of Resolutions by the Provider and the Borough approving the execution of this Agreement and upon full execution of this Agreement by all parties

(b) The parties may renew the agreement upon the expiration of the initial term for a five year term and upon agreement by both parties. The terms of this Agreement may be renegotiated for the renewal term. The Borough must provide notice to the Township of Washington of intent to renew by March 1, 2008.

3. CONSIDERATION

(a) As full consideration for the satisfactory performance of all such police services referenced in this Agreement, with the exception of special events coverage, Borough agrees to pay Provider a total of \$240,000.00 for the first year term as follows upon receipt of invoices from the Township of Washington:

June 15, 2007 or upon execution of this agreement if earlier:	\$72,916.90;
October 15, 2007:	\$72,916.90;
January 15, 2008:	\$47,083.10;
April 15, 2008:	\$47,083.10;

(b) After the first year, if this Agreement is renewed, annual payments shall be made by the Borough to Provider in equal quarterly installments on the fifteenth day of the first month of each calendar quarter of the year during the term hereof.

(c) As additional consideration hereunder, the Borough shall provide, transfer and convey to the Provider all right, title and interest of the Borough in the property and documents identified in Exhibit "A."

(d) In addition to the consideration set forth in (a), the Borough shall be responsible to Provider for expenses related to travel and appearances by Provider's police officers at their overtime rate in any court other than the shared municipal court. The Borough shall pay Provider for such charges within thirty (30) days of receipt of a voucher from Provider for such services.

4. ADDITIONAL SERVICES

(a). Notwithstanding the provisions of Paragraph 1 and 2, 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 that the parties cannot agree on the terms of an amendment to this Agreement to cover the supplemental compensation, the Provider shall have the option to terminate this Agreement on 60 days notice to the Borough.

(b) In 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 an increase in the Provider's cost due to the need to purchase additional equipment, to hire additional personnel, the provision of additional patrols on a

permanent basis, and/or the addition of a foot patrol or educational programs on a regular basis, the parties may agree to adjust the services provided so long as the Borough pays the actual costs incurred by the Provider in providing the additional services.

5. TERMINATION.

In the event that either party seeks to terminate this Agreement, said party shall provide at least sixty (60) days written notice in advance of the date of the termination, except that this Agreement may not be terminated prior to May 31, 2008, absent a showing of good cause.

6. PROVIDER'S RESPONSIBILITIES

(a). During the initial one year term of this Agreement, the Provider shall be solely responsible, financially and otherwise, for providing adequate and safe dispatching and 911 calling systems. The Provider will utilize the same Communication Center for the Borough as it uses for itself, Washington Township Regional Communication Center. The Provider shall be solely responsible, financially and otherwise, for providing adequate safe dispatching for all police vehicles in the police services. Specifically excluded from the Provider's dispatching responsibilities are dispatching of First Aid, Fire Department, Office of Emergency Management and any and all other municipal dispatching services which remain the sole responsibility of the Borough. The Borough will provide space at an approved location (Califon Fire House) for a repeater site (Transmitter Site) to the Provider for proper radio communications for emergency services/mutual aid.

(b) The Provider will coordinate with the Borough's fire department and local rescue/emergency units to ensure safe and proper 911 operations. There shall be no qualitative difference in the manner by which 911 calls are handled for the Borough of Califon versus how they are handled for the Township of Washington.

(c) The Provider will hire and or maintain sufficient police officers to provide the law enforcement services to the Borough 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.

7. BOROUGH'S RESPONSIBILITIES

(a) The Borough shall provide to the Provider a copy of the current street map for the Borough, updated periodically as necessary, and shall further post and maintain all street signs in the Borough. The Borough will furnish the Provider with 3 complete copies of the Borough's Municipal Code for use in enforcing the Borough's local ordinances, and will provide ongoing supplements as necessary.

(b) The Borough shall be under the exclusive authority and control of the Provider with regard to police services. The Borough shall not provide any direction or instruction to or discipline or reprimand any member of the Washington Township Police Department. All complaints, instructions, requests or other lines of communication shall be between the respective administrators or chief executive officers of the parties.

8. INSURANCE AND INDEMNIFICATION

(a) 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.

(b) The Borough shall not be liable for any negligent, reckless or intentional acts or omissions of the Provider and the Provider shall indemnify, defend and hold the Borough harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of the Provider or any of its 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.

(c) It is understood that Califon will be discontinuing its police professional liability insurance upon entering into this agreement, and Provider will cause Borough to be named as an additional insured on Provider's police professional liability policy on a primary, non-contributory basis. Provider represents that its police professional coverage is included in its general liability coverage. It is recognized and understood that Provider participates in a joint insurance fund (JIF) and Borough carries insurance through traditional markets. Final approval of this agreement by the Provider and the Borough is

subject to each obtaining assurance of coverage by their respective carriers, and that each will name the other as an additional insured on its general liability insurance policy. The Township of Washington will provide proof of automobile liability and workers compensation policies.

9. GRANTS AND FUNDING. The Provider and the Borough agree to cooperate, seek and share, if required by the funding entity, any and all financial benefit(s), aid, funding, tax relief, credits and the like available from the other government units or entities, including the United States of America, the State of New Jersey Administration system nicknamed SAGE, the System for Administering Grants which provides grants under the SHARE PROGRAM, which provides "Sharing Available Resources Efficiently, and /or the Counties of Morris and Hunterdon, 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.

10. NO ASSIGNMENT. The Provider and the Borough 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. MISCELLANEOUS.

(a) 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.

(b). If any part of this Agreement shall be held to be invalid, illegal or unenforceable, the parties agree to negotiate in good faith and agree to such amendments to this agreement or to such other appropriate action as shall implement and give effect to the intention of the parties as reflected herein and the other provisions of this Agreement, as so amended, shall nevertheless remain in full force and effect.

(c) 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:

BOROUGH OF CALIFON

, Clerk

, Mayor

ATTEST:

TOWNSHIP OF WASHINGTON

Dianne S. Gallets, Clerk

Kevin Walsh, Mayor

EXHIBIT "A"

Property and Documents to be Transferred

- I. All police records/files, to include Investigation Reports, Arrest Reports, Property Reports, Accident Reports, and General Investigation Reports.
- II. All files related to Domestic Violence Reports, and classified Sex Offender Reports.
- III. All Evidence Reports and Property, investigatory/crime scene equipment, including, without limitation, fingerprint kits, cards, pads, etc.
- IV. Law enforcement manuals, books, regulations, guidelines, etc.