

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT made this 20th day of December, 2016, by and between **THE TOWNSHIP OF CHESTER** ("the Township"), a municipal corporation in the County of Morris, State of New Jersey with offices at 1 Parker Road, Chester, New Jersey 07930 and **THE BOROUGH OF CHESTER** ("the Borough"), a municipal corporation in the County of Morris, State of New Jersey with offices at 50 North Road, Chester, New Jersey.

WITNESSETH:

WHEREAS, the Borough wishes to ensure the safety and welfare of its residents by providing police protection which is professional, comprehensive and affordable; and

WHEREAS, the Township has a Police Department that is adjacent to the Borough, which is qualified and able to provide such protection to the Borough; and

WHEREAS, the Township is willing to provide law enforcement and police protection services (hereinafter "Police Services") to the Borough; and

WHEREAS, the providing of Police Services will benefit both the Borough and the Township by increasing efficiency and decreasing the costs of services through consolidated manpower and improved shift strength, as well as expanded training opportunities and specialization; and

WHEREAS the parties have agreed that the Township will provide Police Services to the Borough pursuant to N.J.S.A. 40A:65-1 et seq. and terms and conditions of this Agreement; and

WHEREAS, once this Agreement is executed, the Borough will revise its existing Code of Ordinances to permit the provision of police services authorized by this Agreement with the Township; and

WHEREAS, the Borough and Township have each approved entry into this Agreement via separate Resolutions duly adopted by each; and

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. The Township agrees to provide police officers and equipment to render Police Services to the Borough on a 24 hour, 7 day per week basis. Such services shall be provided under the sole and exclusive direction of the Township Chief of Police ("Chief"). All rules and regulations pertaining to the Police Department shall be promulgated and enforced by the Township. The Police Services will be under the direct control of the Township. A Joint Police Public Safety Committee, as established by this Agreement, may provide recommendations to the Chief. The reorganized Township Police Department shall be renamed and be identified as "the Chester Police Department".

B. To ensure that the Borough receives 24 hours per day 7 days per week police services, the Borough will be designated as a specific zone of patrol. The minimum personnel strength for the patrol coverage function of the Chester Police Department shall be based upon three patrol zones, one of which shall be the Borough. To maintain personnel strength, the Chester Police Department shall have 22 active police officers. In the event that the number of officers needs to be adjusted upward or downward, the parties agree to negotiate in good faith. If the number of officers is reduced due to attrition, the Township will make a good faith effort to restore the Police Department to the determined number within a reasonable amount of time.

C. The Township's 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; all ordinance violations. The Township shall coordinate and provide off-duty "special event coverage", including construction details and sporting and special events coverage in the Borough as provided on the same terms as is provided in the

Township. The Township shall be responsible for billing, collection and payment of the officers for such services. Coverage for Borough sponsored Special Events will be at an additional charge to the Borough at the Township's then current contractor rate.

D. The level of Police Services provided to the Borough shall be at least equal to those provided in the Township, and the response time to 911 emergency calls for medical assistance and crimes in progress within the Borough shall be consistent with the response times experienced in the Borough during April, May, and June of 2016.

E. By way of further explanation, the scope of police services provided by the Township 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, assistance to the Chester Volunteer Fire Company and the Chester First Aid Squad, 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 but proportional to the respective geographic areas, populations and police related incidents;

- (2). All services related to domestic violence incidents;

- (3). All detective and investigative services at the same level as provided to the Township, including but not limited to, crime scene investigations, criminal complaint intakes, interviews, investigations and charging, fingerprinting and evidence identification and storage for cases commencing after the inception of this agreement;

- (4). Consideration will be provided to the various retail and service functions located in the business district of the Borough with issues of fraud, shoplifting, consumer protection and related issues.

(5). Participation and attendance at court proceedings in connection with charges, summonses and other enforcement actions.

(6). The Township shall be required to enforce all ordinances identified in the revised General Ordinances of the Borough as applicable. If/When ordinances are created and/or amended, the Township shall promptly receive updated copies for its records from the Borough.

(7). If court appearances for violations occurring within the Borough require overtime, overtime payment to officers shall be in accordance with the Township's collective bargaining agreement and/or State and Federal law, and this cost shall be assumed by the Borough.

F. The Township 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 laws and administrative regulations applicable in the Borough.

G. The Chief, or his designee, will promptly submit a report to the Borough after a significant event occurrence. The Chief, or his designee, shall determine when an event of occurrence is significant. The Borough may, from time to time, request additional information, which will be reviewed by the Chief, who will respond accordingly. The Chief may attend any Borough function or meeting on behalf of the Chester Police Department and speak on behalf of the department. Upon official request from the Borough's Mayor, the Chief will attend a Borough Council meeting to respond to issues of specific concern.

2. TERM.

A. The term of this Agreement shall commence January 1, 2017, and shall continue until December 31st, 2027, unless terminated sooner pursuant to Section 7 of this Agreement, below. The parties agree to automatically renew this Agreement at the expiration of its initial term in additional five (5) year increments. Any renewal of the terms of this Agreement are to be renegotiated

for each renewal term.

B. If either party determines that it will not renew the Agreement, it must provide notice to the other party at least 12 months prior to the Agreement termination date so as to provide a time frame to discuss the future of police services in both municipalities, as well as to establish a reasonable transition plan.

3. CONSIDERATION.

A. In consideration for providing the Police Services set forth herein, the Borough shall pay to the Township an annual base service fee of \$1,125,240.00 for the first year of this Agreement. The calculations for this annual base service fee are set forth in Appendix A, attached hereto. The cost sharing methodology set forth therein shall be used to determine the annual base service fee from year to year. During the first two years of this Agreement the actual payments to the Township may be reduced by payments that the Borough must make directly to third party agencies identified in Appendix A.

B. For 2018 and thereafter, the base service fee shall increase per the same percentage that the overall total budget of the Chester Police Department (as outlined in Appendix A) increases, provided, that if portions of the police budget increase relate only to specific improvements/increases in manpower or equipment required for the Township, these cost increases shall be excluded from the calculation of the Borough's annual base service fee increase. Likewise, if additional police services are required in the Borough due to an increased population density, commercial developments or other circumstances, the base service fee shall be recalculated to reflect the increased police costs chargeable to the Borough's portion of the annual budget. The determination of the annual base service fee shall be made by the Township's Chief Financial Officer and the Chief as outlined in Appendix A.

C. In December of each year, the Joint Police Public Safety Committee as established herein, shall review the budget prepared by the Chief for the upcoming year. The budget shall be provided to the Chief for consideration and, if approved, to each governing body for consideration for inclusion in the

Introduced Annual Budget of the Township and the Borough. If either governing body takes exception to the proposed police budget, the Joint Police Public Safety Committee shall take into consideration this objection and may or may not amend the recommended budget accordingly. Any increase above the 2% mandated by the State must be approved by both the Borough and the Township governing bodies. Costs outside the 2% cap, such as pension and health benefits, as well as state-mandated costs, will be excluded from the 2% calculation. In the event that an increase is disputed the payments outlined in this Agreement shall be paid until the dispute is resolved. The services required hereunder shall continue, and if the approved budget is reduced, the reductions will be reflected in the new required payments.

D. The cost for Police Services listed above in this Agreement shall be for those services provided by the Township to the Borough, and are separate from any additional costs associated with providing Police Services to the Borough.

E. The annual base service fee shall be paid in twelve (12) equal monthly installments due the 15th of each month. Failure to make a timely payment shall be a breach of this agreement.

F. The Borough may make pension contributions to the Police and Firemen's Retirement System (PFRS) for its former police officers in 2017 and 2018, if required to do so by PFRS, or if based upon employment with the Borough during fiscal year 2016. If such contributions are made by the Borough, the annual base service fee, set forth above, shall be reduced accordingly. The Borough will defend and indemnify the Township for any PFRS deferred pension payments associated with its former police officers that are in addition to the normal required payments invoiced to municipalities in the State. The Township shall have the right to select its defense counsel at the Borough's expense for costs and fees.

G. The Borough's six present (6) police officers, (i.e. Capone, Carey, Cebo, Durkin, Robinson and Zavala) are hereby deemed to meet the Township's hiring qualifications, and shall be hired by the Township, and incorporated in the Chester Police Department in accordance with the terms and conditions of the

contract between the Chester Township Police and the Township for the years 2017, 2018, and 2019. Officers will be placed in the step range determined by their rate of pay on January 1, 2017. Their anniversary dates will remain January 1 going forward.

(1) The Borough police officers shall be required to obtain Emergency Medical Training (EMT) Certification within two (2) years from date of initial employment with the Township.

(2) The Township shall recognize and preserve the seniority, tenure and pension rights of these Borough police officers who are in good standing at the time of execution of this Agreement.

(3) Any of the Borough police officers who have passed the NJSACOP examinations for the Sergeant position, will be eligible for promotion in the Department without need for further written testing.

(4) The existing PBA collective bargaining agreements (CBAs) of the parties will be integrated as quickly as possible. Until such time, terms and conditions of respective CBAs shall remain in full force and effect and applicable to the respective officers based upon their employment the day prior to execution of this Agreement by the parties. Retirement benefits will be provided in accordance with the respective CBAs.

(5) Should any of the Borough police officers (i.e. Capone, Carey, Cebo, Durkin, Robinson and Zavala), retire from employment with the Township after execution of this Agreement and receive retiree health benefits from the Township, the Borough shall be responsible for payment of the employer portion of any retirement health insurance benefits for these officers.

(6) Borough police officers with accrued sick time are permitted to carry over up to two hundred and forty (240) hours to employment with the Township. Any hour in excess of this limit will be paid by the Borough or held in a Sick Leave Bank by the Borough for use by the affected officer in the event of a catastrophic illness. The Township shall not be responsible for

payment to any Borough officer of any monies or reimbursement for any accrued sick time (including the above mentioned 240 hours), accrued vacation, or compensation time, which may be owed by the Borough to the Borough officer after execution of this Agreement. The Township shall also have no liability to any Borough officer for any retroactive pay owed as a result of any unsettled or recently settled contracts, and/or grievances.

H. The Borough shall transfer ownership to the Township of all police related equipment owned by the Borough, and more specifically listed in Appendix B, which is attached hereto and incorporated herein, and any other police related equipment, that is requested by the Township. The value of such equipment is set forth in Appendix B, and shall be deducted by the Borough from the first annual base service fee payment. The value shall be determined by the Chief and the Township Chief Financial Officer.

I. Police dispatch services to the Chester Police Department shall be provided by Morris County with the County billing the Borough and the Township separately for their respective costs. If it is possible to consolidate dispatch costs into a single billing process, and it is economically advantageous to both parties to do so, then the cost of this service will be included in the annual base service fee to be paid by the Borough. If the Borough is required to make payment directly to the County, then such payment shall be excluded from the annual base service fee outlined in Appendix A.

J. In the event the United States or the State of New Jersey enacts legislation which mandates police services or equipment, beyond the scope of police services or equipment currently required by law, the cost of said services or equipment shall be shared by the Township and the Borough based on the cost sharing process as outlined in Appendix B.

K. In the event the Township needs to purchase capital goods for the operation of its Police Department in order to provide services above-and-beyond the services required by the Borough, the cost of said purchase will be solely borne by the Township. If said purchase will be used to directly affect the services received by the Borough, then both the Township and the Borough shall share the cost based on the cost sharing ratio specified in Appendix A.

L. Certain services that may or may not be mentioned with this Agreement shall be an additional cost to the Borough and shall be billed at the Township's then current contractor rate. Said services shall include, but are not limited to, special duty within the Borough, such as Special Events, Council meeting security, construction traffic control, and the like, over and above the described police services.

M. Certain services that may or may not be mentioned within this Agreement shall be an additional cost to the Borough and shall be billed at the Township's officer(s) overtime rate. Said services shall include, but are not limited to, court security and overtime for court appearances.

4. INDEMNIFICATION.

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

5. INSURANCE.

Final approval of this Agreement by the Township and the Borough is subject to the Township obtaining insurance coverage which shall include, without limitation, police professional liability, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limit and deductibles acceptable to the Township. The Township shall cause the Borough to be named as an additional insured on all of the above policies on a

primary non-contributory basis, with right to direct notification of terminations for any reason.

6. APPLICABLE LAW.

Each party shall comply with all applicable laws pertaining to the provision of Police Services.

7. TERMINATION.

Either party may terminate this Agreement for any reason at any time provided that the party seeking the termination provides a written notice twelve (12) months in advance of the date of the termination, so as to allow for transition planning and implementation, except that this Agreement shall not be terminated prior to two (2) years from the date of this Agreement without a showing of good cause. In the event of a termination by either party, should layoffs become necessary, the seniority of officers shall be determined as required by law and/or collective bargaining agreement in effect at the time.

8. REMEDIES.

A. CONFLICT RESOLUTION.

The Borough and Township shall endeavor to settle all disputes by mediation. The party requesting mediation shall be responsible for all costs and fees related to the mediation. Either party may initiate the mediation process by making a written demand for mediation upon the other party and providing the names of three (3) potential mediators, from which the other party may select one (1). Within twenty (20) days of the date of demand for mediation, the other party must either accept one (1) of the mediators proposed, or submit its own list of three (3) potential mediators. If no mediator is mutually agreed upon within thirty (30) days of the initial request for mediation, then the party initiating the mediation request shall make application to the Vicinage Assignment Judge for the appointment of a mediator. Any mediation shall be completed within sixty (60) days of the date of appointment of the mediator, unless the parties mutually agree

to extend the time. Nothing herein shall be construed to prevent the Borough and the Township from mutually agreeing upon any other alternative dispute resolution procedure in lieu of or in addition to mediation.

B. DEFAULT.

In the event either party is in breach of this agreement or defaults in the performance of any of its obligations under this Agreement and following thirty (30) days of prior written notice and a thirty (30) day opportunity to cure, the non-defaulting party shall be entitled to all remedies available at law or equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonably be cured within such time period, providing the defaulting party is using reasonably diligent efforts to cure the default and advises the non-defaulting party of same. Such remedies shall include, without limitation, the right to terminate this Agreement. In the event of termination by either party, the Township shall provide the Borough with police services for an additional period of ninety (90) days, and the Borough shall pay for those services under the terms of this Agreement. In addition, following termination of police services, the non-defaulting party shall be entitled to payment equal to a three (3) month period which the parties acknowledge is the reasonable estimate of damages that would be suffered by the non-defaulting party as a result of an uncured default and termination of this Agreement.

9. CHAIN OF COMMAND.

A. The Chester Police Department shall be under the exclusive authority and control of the Township. The Borough shall not provide any direction, instruction to, discipline or reprimand to any member of the Chester Police Department. All complaints, instruction and requests shall be made directly to the Chief or his/her designee, unless the complaint concerns the Chief. The Borough Mayor or his/her designee shall be the official person(s) for all communications with the Township regarding the provision of Police Services under this Agreement. Nothing contained in this section shall prevent the designated Borough representative from contacting the Public Safety Committee of the Township at

any time with information or suggestions regarding law enforcement issues, provided the Township Mayor and Chief are informed of such contacts and the substance thereof.

B. Each municipality shall have a Public Safety Committee established by their respective governing body. The two Public Safety Committees shall meet at least quarterly to discuss police operations and issues, and provide communication and/or recommendations to the Chief and their respective governing bodies on police matters. The membership of the each Public Safety Committee shall comprise of no more than three persons per committee with no more than two elected officials. The two Public Safety Committees shall serve as the Joint Police Public Safety Committee; shall be the official communication channel for all police matters, and shall review the budget proposed by the Chief for the upcoming fiscal year, and make recommendations to the Chief.

C. Copies of all personnel files, IA investigations, discipline files and/or grievances shall be provided to the Chief for all employees, which will be employed by the Township pursuant to this Agreement. The Township shall maintain said copies in the same manner its employee records are maintained to ensure confidentiality in accordance with all applicable laws, regulations, and guidelines.

D. The Borough shall transfer all records and evidence obtained prior to the inception of this Agreement, including but not limited to reports, evidence, lab reports, specimens, current personnel files (including evaluations, examinations, IA investigations, discipline, and/or grievances), to the custody and control of the Chief and/or his/her designee.

E. The Township agrees that the Chief or his/her designee shall attend the meetings of the Borough Council when necessary or upon request by the Mayor or a council majority.

F. The Chief or his/her designee shall provide the Borough with a report of police activity within the Borough upon official request.

G. The Borough Mayor or his/her designee may from time to time request additional information from the Chief.

10. CHOICE OF LAW, DISPUTE RESOLUTION, INTERPRETATION.

A. All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted prior initiation of any legal remedies. In any litigation the losing party shall be responsible for all costs and fees of both parties.

B. Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

C. This Agreement is the result of the collective work of the parties, and shall not be interpreted against either party as the drafter of the document.

11. 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 both parties to the original agreement.

12. 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.

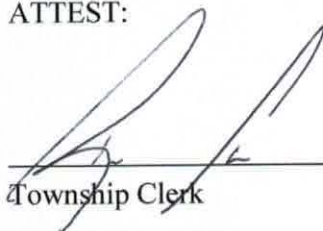
13. WAIVER.

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.

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

ATTEST:



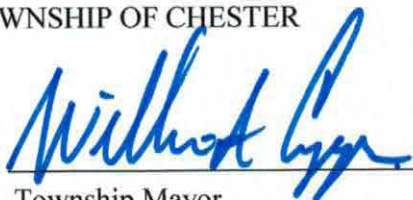
Township Clerk

ATTEST:



Borough Clerk

TOWNSHIP OF CHESTER

By: 

Township Mayor

BOROUGH OF CHESTER

By: 

Borough Mayor

	A	B	C	D	E	F	G	H	I
1	BOROUGH AND TOWNSHIP POLICE SHARED SERVICES CONTRACT		APPENDIX A						
2		Borough	Data Source		Township			Data Source	
3	ITEM	Proposal			2016 budget				
4		for 6 officers			16 officers				
5	S&W	528,096	Twp proposal for 2017		1,613,738			see below	
6	OT				97,000			User Friendly Budget	
7	PFRS	160,302	2016 invoice		342,061			User Friendly Budget	
8	Health Ins	77,226	twp average		196,085			User Friendly Budget	
9	Dental Ins	6,667	twp average		13,334			est 2x Borough	
10	Disbaility Ins	528	twp ins. est.		1,056			est 2x Borough	
11	FICA / other taxes	40,399	S&W times .0765		131,519			User Friendly Budget	
12	Earned Sick pay	see below			35,000			2016 Twp. budget	
13	Retiree Health Benefits	see below							
14									
15	Subtotal S&W	813,218			2,429,793			User Friendly Budget	
16									
17	payment to offset cost of supv and backup	135,536	cost of 1 off						
18									
19	total personnel cost	948,754			2,429,793				
20									
21	cost per officer - see below	135,536	informational		146,604			informational only	
22									
23	OTHER EXPENSE								
24	Police OE	22,134	.28 of Twp budget		79,050			budget	
25	Communications	4,620	.28 of Twp budget		16,500			budget	
26	W/C Ins	8,000	twp ins est.		21,333			see below	
27	Police Liability	14,000	twp ins est.		37,333			see below	
28	General Liability plus Auto, etc.	8,000	twp ins. Est.		21,333			see below	
29	Vehical Maint	8,232	.28 of Twp budget		29,400			budget-1/4 of 117,000	
30	Gasoline	17,500	.28 of Twp budget		62,500			budget-1/2 125,000	
31	Capital car	13,000	1/3 of new						
32	other		annual review - see below		25,000			CIP	
33	subtotal OE	95,486			292,449				

[illegible]

[illegible]

APPENDIX B EQUIPMENT INVENTORY

The following Borough owed equipment and supplies are hereby transferred to the Township of Chester:

item	condition
Cars:	
2014 Chev Tahoe	good
2011 Dodge Durango	poor
2015 Ford Explorer	good
3 Cannondale Bikes	fair
3 black lockers	
Radios	
10 portables	semi obsolete
3 charger banks	
Police Equipment in 4 non transferred vehicles	
Alcotester & printer	parts
Prisoner bench	
American Locker Security System	
Detective Desk	good
Small refrigerator	fair
all evidence bags and related equipment	
TV's	
Chief off	old
detective off	
conference room	
storage area	
White Boards	nonelectric
Pugs cabinet	
Stem to Stern Monitoring system	parts
7 computers and monitors	old
Guns	
duty weapons	
off duty	
rifles	
shot guns	
ammo	
Storage Cage	
Gun Cleaning Table and equipment	
Security Cameras and Monitor	
Riot Helmets	
Misc. office equip	

Agreed upon total value **\$87,250**

To be taken as a credit by the Borough over a two year period

DISPOSITION OF ASSETS UPON TERMINATION OR NON-RENEWAL

In the event this Agreement is terminated or not renewed pursuant to the terms of this agreement, the Chester Police Department tangible assets shall be valued and disposed of as follows to assist the Borough in re-establishing its police department

A. Assets initially transferred to the Township by the Borough. If requested by the Borough these will be returned to the Borough for its use upon payment by the Borough of 50% of the initial value paid to the Township (if any)

B. Assets owned by the Township at the time of termination or nonrenewal that will no longer be needed by the Township as a result of the termination / non renewal shall be offered to the Borough for purchase at 50% of their agreed upon value.

C. Any assets that were purchased pursuant to this Agreement with the Borough participating in said purchase if requested by the Borough shall be transferred to the Borough upon payment by the Borough of a sum equal to 50% of the purchase value or current value with a credit being given for the amount initially paid by the Borough as its share of the original purchase