

UNIFORM SHARED SERVICES ACT AGREEMENT

UNIFORM SHARED SERVICES ACT AGREEMENT made this 10th day of August, 2010, by and between THE BOROUGH OF DEAL (“Deal”), a municipality in the County of Monmouth, State of New Jersey and THE BOROUGH OF INTERLAKEN (“Interlaken”), a municipality in the County of Monmouth, State of New Jersey.

WITNESSETH:

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

WHEREAS, Interlaken has abolished its Police Department for economic reasons; and

WHEREAS, Deal has a Police Department that is close by, qualified and able to provide such protection to Interlaken; and

WHEREAS, the sharing of police protection services will benefit both Deal and Interlaken by increasing the efficiency and decreasing the costs of those services; and

WHEREAS, the parties have agreed that Deal will provide law enforcement services to Interlaken in accordance with the terms and conditions outlined in this Shared Services Agreement; and

WHEREAS, Deal has approved this Agreement pursuant to Resolution 10-110 and Interlaken has approved this Agreement pursuant to Resolution 2010-78.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Services.

Deal shall provide to Interlaken those law enforcement and dispatching services which are more specifically set forth on Schedule A attached hereto and made a part hereof. The law enforcement services enumerated in Schedule A are descriptive, not exhaustive, and nothing in Schedule A shall relieve Deal of its obligation under this Agreement to provide Interlaken with a level of law enforcement services that, in the discretion of the Chief of Police, will assure a reasonable and sufficient degree of police protection to the citizens of Interlaken at all times.

2. Term.

This term of this Agreement shall commence January 1, 2011, and shall continue for a term of ten (10) years until December 31, 2020 (the "Term"), unless terminated sooner pursuant to the terms and conditions below. The parties hereto shall have the option to renew this Agreement for two (2) additional ten (10) year periods. These options shall be exercised by both parties, in writing, no later than July 1st of the final year of the current period of the Agreement. Nevertheless, either party may opt out of this Agreement on its eighth anniversary by delivering notice on/or before July 1, 2018 to the effect that on January 1, 2019, this Agreement shall cease.

3. Annual Cost.

(a) For the calendar year 2011 the cost of providing law enforcement and dispatching services to Interlaken shall be \$450,000.00. Thereafter, the annual cost shall be the average of the actual last three years of the Deal Police Budget, comprised of the line item for salaries and wages and other police expense. The Deal Municipal Budget document will be the basis for each year's cost. 26.1% of this amount will establish the annual cost for the following year. All of the above annual amounts shall be paid in equal monthly installments due on the first day of each month.

(b) Notwithstanding the provisions of Paragraph (a) of this Section 3, in the event there is a change in the law necessitating additional law enforcement services which are clearly not contemplated by Schedule A and, as a result thereof, there is a substantial increase in Deal's cost due to the purchasing of additional equipment, the hiring of additional personnel, the provision of additional patrols on a permanent or seasonal basis, and/or the addition of foot or bicycle patrols on a regular or seasonal basis, such additional cost will be documented to Interlaken and Interlaken will be responsible for a proportionate share of such additional cost as an increase to the Service Fee which may be up to one hundred (100%) percent in those cases where such additional law enforcement services are to be provided exclusively for Interlaken. In the further event that Interlaken requests additional law enforcement services which are not clearly contemplated by Schedule A, and which would also result in a substantial increase in Deal's cost due to the purchasing of additional equipment, the hiring of additional personnel, the provision of additional patrols on a permanent or seasonal basis, and/or the addition of foot or bicycle patrols on a regular or seasonal basis, the parties may agree to

adjust the services provided so long as Interlaken pays the actual costs incurred by Deal in providing the additional services. The parties agree to mediation to resolve these additional charges if the parties cannot agree upon same. If mediation fails either party may terminate the Agreement without damages.

(c) Payments by Interlaken for services pursuant to this Agreement will be calculated taking into account future grant payments that impact salary and wages for police received by Deal.

4. Street Map and Signs.

Interlaken shall provide to Deal a current street map for Interlaken, updated periodically as necessary, and shall further post and maintain all street signs in Interlaken. A failure of Interlaken to comply with the requirements of this Paragraph shall be subject to the notice and cure requirements set forth below.

5. Indemnification.

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 attorneys fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

6. Insurance.

It is recognized and understood that Deal and Interlaken participate in the Joint Insurance Fund (JIF). Final approval of this Agreement by Deal and Interlaken is subject to each obtaining assurance of coverage by JIF and that each will name the other as additional insured on any insurance policies it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. 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 either Deal or Interlaken 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.

7. Remedies.

A. In the event either party defaults in the performance of any of its obligations under this Agreement after thirty (30) days prior written notice and an opportunity to cure, the non-defaulting party shall be entitled to all remedies available at law, in equity, or both. Notwithstanding the above, the cure periods shall be extended past thirty (30) days if the default cannot be reasonably cured within such time period provided that the defaulting party is using reasonably diligent efforts to effectuate said cure. If the defaulting party is using reasonably diligent efforts to effectuate said cure and the parties cannot reconcile the default within one hundred twenty (120) days from notification of

the default, the Agreement will automatically terminate; and the non-defaulting party shall be entitled to receive from the defaulting party all “costs and expenses” plus legal fees, as a result of such default. In the event Deal is the non-defaulting party, such remedies shall include, without limitation, the right to terminate this Agreement and recover from Interlaken as liquidated damages and not as a penalty an amount equal to the Service Fee for the six (6) month period immediately succeeding the effective date of termination. In the event Interlaken is the non-defaulting party, such remedy shall include, without limitation, the right to terminate this Agreement and receive from Deal as liquidated damages and not as a penalty continued police coverage for up to a six (6) month period immediately succeeding the effective date of termination at fifty (50%) percent cost to Interlaken. This will provide Interlaken police coverage while seeking alternative arrangements. The parties acknowledge that the liquidated damages set forth above represent a reasonable estimate of the damages that will be suffered by the non-defaulting party as a result of a default of this agreement by the other party.

B. If there are any changes to patrol zones or if an additional municipality with the exception of Loch Arbour enters into an Agreement with Deal, Interlaken has the right to renegotiate the terms of this Agreement.

8. Chain of Command.

The Deal Police Department shall be under the exclusive authority and control of Deal. Interlaken shall not provide any direction or instruction to or discipline or reprimand any member of the Deal Police Department. Interlaken shall designate one of its Council Members and/or the Administrator as its representative for all

communications with Deal regarding the provision of law enforcement services under this Agreement. Nothing contained in this Section shall prevent the designated Council Member from Interlaken from contacting the Chief of Police or his designee with information or suggestions regarding law enforcement problems so long as the Deal Mayor or Borough Administrator is made aware of such contacts and the substance thereof.

9. Existing Assets.

A current inventory of Interlaken Police assets will be taken and all police related assets will be purchased by the Deal including patrol cars, motorcycle, communication equipment, radar and weapons. A mutually agreed upon value will be established and that amount will be deducted from the fees for the services rendered in 2010.

10. Existing Evidence.

All existing evidence being held by the Interlaken Police has been moved to the Deal Police evidence locker and will be recorded and secured as required by the Monmouth County Prosecutor's Office. This evidence, and all new evidence collected in the future, will be the responsibility of the Deal Police Department.

11. Monthly/Annual Reports of Police Activity.

Reports will be provided to the Public Safety Committee and/or the Mayor on a monthly basis by the Deal Chief of Police. The Chief will be available as needed for meetings and will refer all residents' comments to the Committee/Mayor for direction.

12. Office of Emergency Management.

Deal will provide a head of OEM if requested, however Interlaken must provide a Deputy to serve as a liaison to the agency.

13. Municipal Identity.

Deal will maintain the "Interlaken Police" response to calls to the Deal dispatch center as long as Interlaken wishes to use this ID. Each Deal Police Patrol vehicle will be identified with the additional "Proudly Serving the Borough of Interlaken" or similar wording.

14. Legal Action Against Deal and/or Interlaken in regard to this Agreement.

In the event any action is brought against either party pursuant to the Uniform Shared Services Act and Consolidation Act, or any law dealing with similar subject matter, either party may terminate this Agreement without damages. The parties will share equally costs of defense of said litigation or will reach another mutually agreeable resolution of the lawsuit.

15. Filing.

This Agreement will be filed with the Division of Local Government Services pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

16. Additional Statutory Requirements.

This Agreement shall be subject to any future statutory requirements that may be imposed by the State of New Jersey. If any such statutory requirements are added, the parties will negotiate regarding implementation. If the parties cannot reach an agreement, binding arbitration in regard to same will take place.

17. Choice of Law.

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.

18. Entire Agreement.

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.

19. Severability.

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.

20. Waiver.

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 executed this Agreement the date first above written.

ATTEST:

Dawn McDonald
Dawn McDonald, Administrator

BOROUGH OF INTERLAKEN

By: *Robert Wolf*
Robert Wolf, Mayor

ATTEST:

James F. Rogers
James F. Rogers, Administrator

BOROUGH OF DEAL

By: *Harry Franco*
Harry Franco, Mayor

SCHEDULE A

(a) Deal agrees to provide police officers and equipment to render police services solely to Interlaken on a 24-hour, 7-day per week basis. All on duty officers of a given shift and serving all jurisdictions will be available to back-up other patrols as needed. Such services shall be provided under the sole and exclusive direction of the Chief of Police of Deal. All rules and regulations pertaining to Deal's Police Department shall be promulgated and enforced by Deal.

(b) The 24-hours per day, 7 day per week coverage shall ensure that Interlaken is designated as a specific zone of patrol, which zone shall be comprised solely of the Borough of Interlaken, that will receive police services equal to those provided to Deal. Interlaken shall receive community policing as set forth in Deal's proposals dated April 27, 2010 and June 10, 2010. The Provider's police duties and responsibilities with respect to patrolling Interlaken 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. Deal shall coordinate and provide off-duty "special event coverage", including construction detail and sporting or special events coverage in Interlaken, specifically the annual picnic, the 5K Run, and the Halloween Parade, on the same terms as is provided in Deal at no additional charge to Interlaken and Deal shall be responsible for scheduling, billing, collection and payment of the officers for such services; however, other special events coverage will be an additional charge to Interlaken's contractor's rate.

(c) By way of further explanation, police services provided by Deal 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 Deal 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 Deal, including, but not limited to, crime scene investigations, criminal complaint intakes, interviews, investigations and charging, background checks on current or prospective 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.

(a) Deal 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 Interlaken.

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

5. Deal shall be required to enforce all regulations identified in the Revised General Ordinances of the Borough of Interlaken as applicable. If/When ordinances are created and/or amended, Deal shall promptly receive updated copies for their records.

6. The Interlaken telephone number (732-531-3688) will remain operable and will be answered "Interlaken Police".

7. Deal will provide video surveillance of Interlaken Borough Hall if Interlaken installs, at its expense, video cameras for same.