

Interlocal Service Agreement
Borough of Helmetta/Borough of Jamesburg
Third Shift Police Coverage

WHEREAS, the Borough of Jamesburg and the Borough of Helmetta are desirous of entering into an Interlocal Services Agreement pursuant to N.J.S.A. 40:8A-1 et seq. between the respective Boroughs for municipal police service during third (3rd) shift; and

WHEREAS, the respective municipalities have previously executed a one year interlocal agreement for third (3rd) shift police coverage and are desirous of continuing the same; and

WHEREAS, the Borough of Helmetta is entering said agreement due to budgetary and financial concerns while still providing the residents and citizens of the Borough of Helmetta police protection to which they have become accustomed to in the past; and

WHEREAS, the Borough of Jamesburg is agreeable to assisting the Borough of Helmetta pursuant to the following terms and conditions:

NOW, THEREFORE, in consideration of mutual promises and covenants of each to other, and for other good and valuable consideration, the parties do hereby agree as follows:

1. The Borough of Jamesburg shall provide one (1) officer and vehicle to patrol and respond to emergency calls and/or situations in the Borough of Helmetta while on duty during the hours of 10:30 p.m. to 6:30 a.m. (third shift).
2. Said officer and vehicle shall patrol and/or respond to emergency situations in addition to his/her regular duties of patrol within the Borough of Jamesburg.
3. Helmetta shall compensate Jamesburg at the rate of Twenty Dollars (\$20.80) per hour for said assistance. Said payment shall be all inclusive of any and all wages, expenses, costs, etc.
4. In the event Jamesburg has to call an officer to perform said tasks and said officer would be entitled to overtime pay, the Borough of Helmetta will be responsible for the incremental costs incurred by Jamesburg over the normal salary range of said officer.
5. Spotswood Police Department dispatch shall contact Jamesburg Police Department dispatch directly with respect to any communications necessary. In addition, Helmetta shall place on loan with Jamesburg, one (1) working portable radio unit (walkie-talkie) to allow said Jamesburg officer communicate directly with Spotswood dispatch, if necessary.
6. The Jamesburg officers, who shall be assigned to patrol under this agreement, shall be insured through the policies provided by the Borough of Jamesburg and paid their normal hourly stipend through the Borough of Jamesburg.
7. Helmetta shall not be responsible for any wear and tear used by Jamesburg Police Department, maintenance on said vehicles or any damages that may occur to said vehicles in the performance of the police duties.
8. Notwithstanding anything contained herein to the contrary, each party may terminate this agreement at any time by giving thirty (30) days written notice to the other party prior to the date it wishes to terminate this agreement.
9. Jamesburg and Helmetta shall hold each other harmless and indemnify each other with respect to the acts or admission of acts of the police officers conducted during the regular course of their duties.
10. Each municipality represents that the execution, delivery and performance of this agreement has been authorized by its governing body, does not require any consent, approval or referendum of the voters and does not violate any judgment, order, law or regulation applicable to either municipality.

11. Jamesburg will invoice Helmetta on a monthly basis. Said invoice being due upon receipt. Helmetta will authorize payments at the next Council meeting following receipt of said invoice.
12. This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supercedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.
13. The terms and conditions of this agreement made be modified at any time by mutual agreement of the parties in writing, duly signed by their authorized representatives.
14. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

BOROUGH OF HELMETTA

BOROUGH OF JAMESBURG

Borough of Helmetta
 60 Main Street
 P.O. Box 378
 Helmetta, New Jersey 08828

Borough of Jamesburg
 131 Perrineville Road
 Jamesburg, New Jersey 08831

15. All indemnities contained in this agreement shall survive the termination of this agreement.
16. This agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.
17. In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and given affect to the intention of the parties as reflected herein and the other provisions of this agreement, as so amended, shall remain in full force and effect.
18. This agreement shall commence on April 13, 2006 with the beginning of third shift and shall terminate with the conclusion of third shift on the morning of April 12, 2007.

IN WITNESS WHEREOF, we do hereby agree to the within on this _____ day of _____, 2006.

ATTEST:

BOROUGH HELMETTA

 SANDRA BOHINSKI, Borough Clerk

 NANCY MARTIN, Mayor

ATTEST:

BOROUGH OF JAMESBURG

 Gretchen M. McCarthy, Borough Clerk

 ANTHONY LA MANTIA, Mayor