

**CONTRACT FOR POLICE SERVICES
BOROUGH OF HOPEWELL
January 1, 2012 through December 31, 2014**

WHEREAS, the Borough of Hopewell, a municipal corporation of the State of New Jersey, desires to contract with the Township of Hopewell, a municipal corporation of the State of New Jersey, for the furnishing of police protection within its municipality pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65A-1 et seq.: and

WHEREAS, the parties have discussed the terms and conditions of the Township of Hopewell providing complete police protection to the Borough of Hopewell.

NOW, THEREFORE, in consideration of the foregoing premises, the undersigned parties hereby agree as follows:

1. The Township of Hopewell agrees to provide, through its police department, police services to the Borough of Hopewell
2. The Township of Hopewell agrees to maintain the school crossing guard posts and times as set forth on the attached schedule. Any additional crossing guard posts or times that are necessary in the Borough of Hopewell shall be paid for as an additional cost by the borough of Hopewell at an amount negotiated between the Borough and Township.
3. Hopewell Borough shall pay Hopewell Township according to the following schedule for all police services including radio communications dispatching service and maintenance of the school crossing guard posts and such services as described in the attached Schedule A, with annual adjustments for years two and three of this agreement to be determined no later than March 1 of each calendar year except as may be determined at a different date due to the date of a collective bargaining settlement.

2012	488,136
2013	497,898
2014	507,857

Overtime costs shall be in addition to the costs shown above. Overtime shall only be necessitated by a serious or unusual event occurring in the Borough of Hopewell.

In the event the parties are unable to agree upon the annual adjustment by March 1 of any contract year, or are unable to agree upon the annual adjustment within 14 days of the signing of a collective bargaining agreement when negotiations over that agreement have postponed the March 1 deadline, the parties will submit the annual adjustment to arbitration by Jersey Professional Management, or another mutually agreed upon arbitrator, whose decision shall be binding. Each party shall bear one-half of the arbitrator's fee and its own costs of arbitration.

4. Payments shall be made in four quarterly installments due on February 10, April 10, July 10 and October 10. Any late payment shall be subject to interest. The interest rate shall

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be the same as that charged by Mercer County to municipalities for delinquent county tax payments.

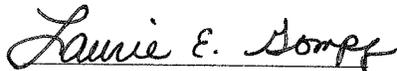
5. The Borough of Hopewell agrees that if it makes any requests to the Township of Hopewell for special events, other than for the annual Memorial Day parade and the Harvest Fair, it will pay the Township in accordance with the Township's special duty fee schedule. Services for such special events beyond the scope of this agreement will be fulfilled with Special Duty Officers and the Borough of Hopewell, or a non-governmental entity hiring the special duty officers, will be charged accordingly, provided there is available staff. If sufficient Township officers are not available, the Hopewell Township police department will request assistance from the Mercer County Sheriff's Department or another police department.
6. It is understood that legislative action regarding collective bargaining agreements, pension contributions or health insurance benefits may alter this agreement, in whole or in part, during the term of this agreement. In the event of such change, the parties agree to amend this agreement to conform to statutory amendments within 60 days of any effective date of the legislation.
7. It is understood by both parties that the staffing levels of the police and dispatch staff is presumed to remain at or near 2011 levels.
8. The Borough of Hopewell and the Township of Hopewell may amend this agreement by resolution, at any time, to formalize any negotiation for a mutually agreed upon additional but unanticipated expense related to this agreement but not defined in it.
9. The Borough of Hopewell and the Township of Hopewell agree that this agreement shall be effective 12:01 A.M. prevailing time, on January 1, 2012 or on such date thereafter when all necessary resolutions are adopted by both municipalities approving this agreement in full. This contract shall remain in effect until December 31, 2014 at 12:00 P.M. Midnight.
10. It is agreed and understood that the Borough will hold the Township harmless and defend the Township against any and all claims brought against the Township or any agent or employee thereof arising out of the Township's performing any activity on behalf of the Borough under this agreement. It is further agreed and understood that the Township will hold the Borough harmless and defend the Borough against any and all claims brought against the Borough or any agent or employee thereof arising out of the Township's performing any activity on behalf of the Borough under this agreement. Neither the Borough nor the Township will hold the other harmless or defend the other under the terms of this agreement for any claims resulting from the willful misconduct or gross negligence of their respective employees or agents or as otherwise provided by law.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2011.

ATTEST:

TOWNSHIP OF HOPEWELL



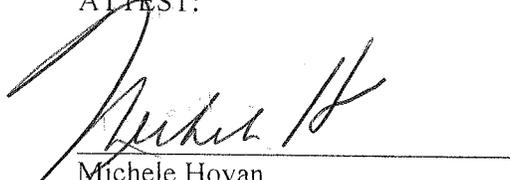
Laurie Gompf
Hopewell Township Clerk



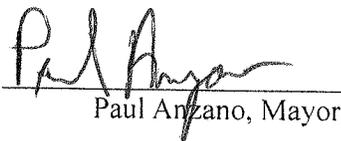
James Burd, Mayor

ATTEST:

BOROUGH OF HOPEWELL



Michele Hovan
Hopewell Borough Administrator/Clerk



Paul Anzano, Mayor

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SCHEDULE A

- Basis of Agreement:** Formula jointly accepted by the Township of Hopewell and the Borough of Hopewell as described in a report entitled "Shared Services Study, Sharing of Police Related Services between Township and Borough of Hopewell" as prepared by Jersey Professional Management in 2006 and as applied to 2011 budgeted amounts.
- Cost CAPs:** The annual cost for services shall be increased January 1 of each calendar year. The CAP on the increase shall be 2% with exceptions.
- CAP Exceptions:** CAP exceptions are permitted for those costs which Hopewell Township is unable to control. CAP exceptions include pension, healthcare, fuel, contract salaries (including SS, Medicare and overtime) and any unanticipated expenses such as emergency repair/replacement of vehicles or equipment:
- Pension and healthcare costs shall be the actual costs for the calendar year during which services are provided. When employee contributions are made toward pension or healthcare costs, credit for said contributions shall be applied to the Hopewell Borough costs.
 - Fuel costs shall be actual fuel rates during the prior year (ie 2011 will be adjusted in 2012 calculation) and due by way of notification not later than February 1 of each year.
 - Contracted salaries shall be adjusted at the time of settlement of the Police contract if in excess of 2%.
 - Unanticipated expenses not defined in this agreement will be negotiated as they occur and may require both municipalities to amend the agreement by resolution. Unanticipated expenses shall be charged to the Borough based upon actual cost to the Township, pro-rated based upon the Jersey Professional management formula (e.g. emergency replacement of police vehicle would be charged based upon annual finance costs).
 - There shall be no changes in the number of posts and there shall be no changes in the number of working hours for existing crossing guard posts unless increases in crossing guard salaries are agreed upon.
 - Unemployment costs for Borough crossing guards shall be paid separately.

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SCHEDULE B

Calculation of Police Service Cost for 2011 using Jersey Professional Management formula

Total Service Costs			2011		
1	Introduced Police Budget		3,859,063	**	
2	Fringe Benefits		1,548,907	*	
3	Motor Fuel		96,250	*	
4	Vehicle Maintenance		112,900		
5	Minor Capital Purchases		105,000		
	Total Costs		5,722,120		
Category 1 Costs					
	Hopewell Township School Crossing Guard Costs		49,191		
Category 2 Costs					
	Hopewell Borough School Crossing Guard Costs		30,271	***	
Category 3 Costs					
	Dispatch Service Costs		645,233.00		
Category 4 Costs					
	Total Basic Police Service Costs		4,997,425		
Cost Apportioned to Hopewell Borough					
	Category 1	0%	-		
	Category 2	100%	30,271		
	Category 3	9%	58,071		
	Category 4	8%	399,794		
	Total		488,136		

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- *ex cepted items
- ** includes salary items that could be excepted items
- *** not subject to increase unless change in hourly rate is agreed upon or additional times/posts are added

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HOPEWELL BOROUGH SCHOOL CROSSING GUARD POSTS

- Post 1. Princeton Avenue and East Prospect Street
From 8:15 AM to 8:45 AM
From 3:30 PM to 4:00 PM
One School Crossing Guard
- Post 2. East Broad Street and Princeton Avenue
From 8:15 AM to 8:45 AM
From 3:30 PM to 4:00 PM
One School Crossing Guard
- Post 3. Broad Street and Greenwood Avenue
From 8:15 AM to 8:45 AM
From 3:30 PM to 4:00 PM
One School Crossing Guard
- Post 4. West Broad Street and Eaton Place
From 8:00 AM to 8:30 AM
From 3:30 PM to 4:00 PM
One School Crossing Guard

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

RESOLUTION #11-202

**A RESOLUTION TO AUTHORIZE THE
TOWNSHIP OF HOPEWELL TO CONTRACT
WITH THE BOROUGH OF HOPEWELL FOR
POLICE PROTECTION SERVICES FOR 2012 - 2014**

WHEREAS, it is the desire of the Governing Body of the Township of Hopewell to provide Police Protection Services for residents of the Borough of Hopewell; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq permits local units of the State to enter into a contract with any other local unit for the provision of any service which any party to the agreement is empowered to render within its own jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, on this 25th day of July 2011, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that the Mayor and Clerk be and hereby are authorized to enter into a Shared Services Agreement with the Borough of Hopewell for Police Protection Services for 2012 - 2014. Said services shall be furnished and rendered by the Township of Hopewell pursuant to an agreement, in a form similar to that which is attached hereto.

Date Adopted: July 25, 2011