

(LEAD ENTITY)
MODEL RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE
AGREEMENT WITH (NAME OF PARTICIPANT) FOR THE PROVISION OF ANIMAL
CONTROL SERVICES.**

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the governing body of the (Lead Entity) recognizes that shared services may result in property tax relief and enhanced services for its residents; and

WHEREAS, the governing body of the (Participant) recognizes that shared services may result in property tax relief and enhanced services for its constituents; and

WHEREAS, the (Participant) is in need of animal control services for its residents; and

WHEREAS, the (Lead Entity) is able to provide animal control services to (Participant); and

WHEREAS, the (Lead Entity) wishes to begin providing Animal Control Services to (Participant); and

WHEREAS, the governing body of (Lead Entity) has reviewed the proposed agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the governing body of (Lead Entity) hereby endorses undertaking a shared services agreement with (Participant) for the provision of Animal Control Services; and

BE IT FURTHER RESOLVED that the (chief administrative officer) is hereby authorized to take all legal and necessary actions to facilitate the (Lead Entity), participation in this agreement

BE IT FURTHER RESOLVED that a copy of the Agreement shall be maintained in the (Lead Entity’s) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Lead Entity)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

(PARTICIPANT)
MODEL RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE
AGREEMENT WITH (LEAD ENTITY) FOR THE PROVISION OF ANIMAL CONTROL
SERVICES.**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Services Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the governing body of the (Participant)_recognizes that shared services may result in property tax relief and enhanced services for its residents; and

WHEREAS, the (Participant) is in need of animal control services for its residents; and

WHEREAS, the (Lead Entity) is able to provide animal control services; and

WHEREAS, the (Participant) wishes to begin receiving Animal Control Services from (Lead Entity); and

WHEREAS, the governing body of (Participant) has reviewed the proposed agreement, a copy of which is attached hereto.

NOW THEREFORE BE IT RESOLVED that the governing body of the (Participant) hereby endorses undertaking a shared services agreement with the (Lead Entity) for the provision of Animal Control Services; and

BE IT FURTHER RESOLVED that the (chief administrator) is hereby authorized to take all legal and necessary actions to facilitate the (Participant’s) participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement shall be maintained in the (Lead Entity’s) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Participant)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

**A MODEL MUNICIPAL
SHARED SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT, made as of (Month and Date), (Year) by and between (Lead Entity), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “ _____ ”

– AND –

The (Participant), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “ _____ ”, for animal control services and use of “(Lead Entity’s)” animal shelter facility.

WITNESSETH

WHEREAS, the parties hereto desire to enter into a Shared Services agreement pursuant to N.J.S.A 40A:65-1, et seq.; and

WHEREAS, the governing bodies of the (Lead Entity) and the (Participant) are in mutual recognition and agreement that the citizens of their respective communities can be better served, at a reduced expenditure of scarce tax dollars, by arranging for the joint provision of animal control services as permitted by N.J.S.A 40A:65-1.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Term of Agreement:

1.1 This Shared Service Agreement (Agreement) shall be effective from (Month and Date), (Year) through (Month and Date), (Year).

[See Examples A-1 and A-2 on P. XX]

2. Scope of Services: The (Lead Entity) hereby agrees to provide Animal Control Officer (ACO) Services, as well as Animal Shelter Facility Services, to the (Participant).

2.1 Responsibilities: (Describe the responsibilities of the lead entity and ACO)

[See Examples A-3 and A-4 on P. XX]

2.2 Services to be performed: (Provide a list of the specific services to be provided by the ACO, normal and emergency hours of operation, protocols for investigation and supervision of rabies/quarantine cases, etc.)

[See Examples A-5 and A-6 on P. XX]

2.3 Supervision and Direction of Staff:

- A.** The Animal Control Officer furnished by (Lead Entity), shall be responsible for the day-to-day operation and supervision of the (Lead Entity’s Animal Control department/agency).
- B.** The staff, furnished by (Lead Entity), shall, as necessary, be properly licensed by the State as Animal Control Officers.

2.4 **Animal Shelter Facility:** The ACO of (Lead Entity) and staff shall transport all surrendered and abandoned animals to (Designated Shelter). The (Designated Shelter) shall:

- A. At all times, be maintained and operated in accordance with the standards set forth under New Jersey State Law.
- B. Ensure that all animals in their custody will be held for no less than the periods mandated by State Law.
- C. Maintain proper record-keeping and animal placement for unclaimed animals.
- D. At their discretion, determine the final disposition options for each animal (i.e. adoption, release to rescue, euthanasia, etc.).

2.5 **Equipment and Supplies:** All equipment, including vehicles, and all supplies necessary to provide ACO and shelter services shall be provided by (Lead Entity).

2.6 **Place of Operation:** The business office for the ACO and staff is located in (Lead Entity).

3. **Enforcement:** *(Describe whether a single municipality is responsible for enforcement actions, including pursuit of legal actions and collection of fines and/or penalties, or if each municipality will be responsible for its own enforcement actions.)*

[See Example A-7 on P. XX]

4. **Funding:** (Describe any and all fees, charges, or other payments the Participant is or may be responsible for).

[See Example A-8 on P. XX]

5. **Payment Schedule:** (Determine the Payment Schedule and any potential penalties for late payment(s) by Participant).

[See Example A-9 and A-10 on P. XX]

6. **Insurance:** (Describe the liability insurance requirements for all participating municipalities, including but not limited to worker's compensation, vehicle, property, liability, and indemnification standards).

[See Examples A-11 and A-12 on P. XX]

7. **Mediation/Arbitration:** Should a controversy or dispute between the parties arise in relation to this Agreement, every effort will be made to resolve the controversy or dispute. If the dispute cannot be settled through direct discussions, the parties agree that they will attempt to settle the matter through a mediator acceptable to both parties before resorting to any other remedy.

8. **Termination:** Either party may withdraw from this contract by adoption of a resolution. A certified copy of such resolution shall be submitted to the other party at least six (6) months prior to the date of intended withdrawal. Unless either party initiates a six-month withdrawal resolution, this contract will be automatically renewed.

ompliance: This agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey.

10. **Other Contracts:** The parties recognize that this is not an exclusive agreement and that the (Lead Entity) shall be permitted to enter into similar agreements with other municipalities to provide the same services specified herein, or there is a process to consult all participating municipalities. *(Adding new municipal partners into an agreement, when possible, should be encouraged, because it may increase the likelihood that all municipalities can recognize cost savings through cost-sharing and economies of scale. This may be particularly beneficial when the purchase of new vehicles and/or equipment become necessary.)*
11. **Conformity to Local Ordinances with this Agreement:** In cases where the terms and conditions of this Agreement conflict with the Local Ordinances of (Participant), the governing body of (Participant) shall amend its Ordinances to eliminate that inconsistency.
12. **Enabling Resolution:** This agreement is expressly contingent upon the adoption of concurring resolutions by the Governing Bodies of both the (Lead Entity) and the (Participant) authorizing the execution of this Agreement.
13. **Reporting:** *(Will the Participant or Lead Entity issue periodic reports? What specific information is included in the reports? What is the frequency of issuance?)*

ATTEST:

(Lead Entity)

[First Name, Last Name], Mayor

ATTEST:

(Participant)

[First Name, Last Name], Mayor

Chapter 2: Department of Public Works (DPW)

Introduction:

The Department of Public Works is responsible for carrying out a diverse set of critical functions and services within each municipality, many of which encompass services provided directly to residents:

Sanitation/Recycling

Where sanitation is provided through the municipality rather than under private contracts, the Sanitation/Recycling unit collects and disposes of household waste, bulk waste, and recyclables. Household waste and recycling materials are often collected utilizing automated 1-armed trashtrucks, while bulk waste requires additional manpower utilizing rear loader trash trucks. Leaf collections can be picked up curbside using leaf vacuum machines. Each of these processes is a labor and capital intensive undertaking.

Roads

Road units are generally responsible for street grading and paving, pothole repair, snow removal, leaf removal, storm sewer, outlet, and retention basin cleaning, and shoulder, median, and retention basin installation, mowing, and maintenance. Road department is also generally responsible for street signs and traffic control signs, street sweeping, and removal of storm debris. .

Additionally, many DPWs provide operational support to other aspects of municipal government, including maintaining and repairing municipally-owned buildings, land, recreational fields and vehicles:

Vehicle Maintenance

The Public Works Department is often responsible for maintaining municipal vehicles and equipment, along with grass cutting, snow removal and leaf vacuum equipment. Vehicle maintenance duties may include welding fabrication, vehicle records maintenance, fuel tanks and fuel management system, and maintenance of emergency standby generators.

In this chapter, we provide a model shared service agreement, complete with real world examples from New Jersey municipalities, and enabling resolutions that may help local units identify DPW functions that may be improved through sharing services with a neighboring municipalities – often at reduced taxpayer cost.

**(LEAD ENTITY)
RESOLUTION #__**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT WITH (PARTICIPANT) FOR A JOINT DEPARTMENT OF PUBLIC WORKS.**

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the governing bodies of the (Lead Entity) and (Participant) concur that shared services may result in property tax relief and enhanced services for their respective residents; and

WHEREAS, the Municipalities have determined it is in their mutual best interests to share a Department of Public Works (DPW), hereafter to be known as the “_____ Department of Public Works” serving each of their respective Municipalities, with (Lead Entity) serving as the Lead Agency; and

WHEREAS, an Agreement entitled “_____” has been proposed, evaluated, and deemed acceptable.

NOW, THEREFORE, BE IT RESOLVED that the governing body of (Lead Entity) hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the (chief administrative officer) is hereby authorized to take all legal and necessary actions to facilitate the (Lead Entity’s), participation in this agreement; and

BE IT FURTHER RESOLVED that a copy of the Agreement shall be maintained in the (Lead Entity’s) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b)

(Lead Entity)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

(PARTICIPANT)
RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT WITH (LEAD ENTITY) FOR A JOINT DEPARTMENT OF PUBLIC WORKS.**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the governing bodies of the (Lead Entity) and (Participant) are in mutual recognition that shared services may result in property tax relief and enhanced services for their respective residents; and

WHEREAS, the Municipalities have determined it is in their mutual best interests to share a Department of Public Works (DPW), hereafter to be known as the “_____ Department of Public Works” serving each of their respective Municipalities, with (Lead Entity) serving as the Lead Agency; and

WHEREAS, an Agreement entitled “_____” has been proposed and found acceptable; and

NOW, THEREFORE, BE IT RESOLVED that the governing body of (Participant) hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the (chief administrative officer) is hereby authorized to take all necessary actions to allow for and support the (Participant’s), participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the (Participant’s) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b)

(Participant)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

**A MODEL MUNICIPAL
SHARED SERVICE AGREEMENT
FOR A SHARED DEPARTMENT OF PUBLIC WORKS**

THIS AGREEMENT, made as of (Month and Date), (Year) by and between (Lead Entity), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called "_____."

– AND –

The (Participant), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called "_____", for a Shared Department of Public Works.

WITNESSETH

WHEREAS, the parties hereto have determined it to be in their mutual best interests to provide a shared Department of Public Works (DPW) to be known as "_____ Department of Public Works" serving the (Lead Entity) and the (Participant) to provide services to their respective Municipalities, with (Lead Entity) as the Lead Agency.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Name:** The Joint Department of Public Works shall hereinafter be known as "_____ Department of Public Works" (or other appropriate title determined by the parties to the agreement).

2. **Term of Agreement:**

2.1 This Shared Services Agreement ('Agreement') shall be effective from (Month and Date), (Year) through (Month and Date), (Year).

2.2 (Determine how much advance notice will be required of any party wishing to terminate the Agreement.)

[See Example B-1 on P. XX]

3. **Scope of Services:** The (Lead Entity) shall provide shared Department of Public Works (DPW) services to (Participant) from its DPW facility located at (Address), (Town), New Jersey (zip code).

3.1 (Enumerate each specific service that the Lead Entity will be expected to provide and the frequency of each service.)

3.2 Exceptions: (If applicable, enumerate each service that the (Participant) will retain responsibility for as a supporting agency.)

3.3 Equipment and Supplies: All equipment, including vehicles, and all supplies necessary to provide all the Department of Public Works services outlined herein shall be provided by (Lead Entity, or specify by item or category if it varies between participants or external sources).

3.4 (Participant's) existing Equipment, Vehicles, and Facilities: (If applicable, the parties should determine what will happen to the Participant's existing equipment, vehicles, facilities, etc. Should

the equipment and vehicles be loaned or transferred to the Lead Entity? If they're transferred, will there be monetary compensation to the participant for those items. Who will pay the costs of transferring vehicle titles? Will the Participant's existing DPW facilities continue to be utilized as a satellite location for the Lead Entity?)

[See Example B-2 on P. XX]

4. Assignment of Responsibility:

4.1 Responsibilities of (Lead Entity): *(Describe the Responsibilities of the Lead Entity in detail).*

4.2 Responsibilities of (Participant): *(Describe the Responsibilities of the Participant in detail).*

5. Funding:

5.1 *(Describe any and all fees, charges, or other such payments that could be expected of the Participant.)*

6. Payment Schedule:

6.1 *(Determine the Payment Schedule and any potential penalties for late payment(s) that will be expected of all participants of the agreement.)*

[See Example B-3 on P. XX]

7. Additional Municipal Participants: *(In most cases, municipalities have chosen to insert 2-3 sentences into the agreement acknowledging that: the Lead Entity reserves the right to enter into agreements with other Municipalities; or there is a process to consult all participants. Adding new partners to the agreement is highly encouraged, as it may increase the likelihood that all participants recognize savings through cost-sharing and economies of scale. Describe the financial impact on the original municipalities if additional municipalities join.)*

[See Example B-4 on P. XX]

8. Worker's Compensation Insurance: *(Provide detailed descriptions of worker's compensation insurance for each party to this agreement.)*

9. Liability Insurance: *(Provide detailed descriptions of the liability insurance requirements for each party to this agreement.)*

[See Example B-5 on P. XX]

10. Property and Casualty Insurance: *(Provide detailed descriptions of the property and casualty insurance requirements for each party to this agreement.)*

[See Example B-6 on P. XX]

11. Dispute Resolution: *(Provide a detailed description of how disputes shall be handled, should they arise.)*

12. **Miscellaneous:** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the Municipal Clerk of each participating Municipality.
13. **Compliance:** This agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey.
14. **Mediation/Arbitration:** Should a controversy or dispute between the parties arise, in relation to this Agreement, every effort will be made to resolve the controversy or dispute. If the dispute cannot be settled through direct discussions, the parties agree that they will attempt to settle the matter through mediation administered by mediator acceptable to both parties before resorting to any other remedy.
15. **Enabling Resolution:** This agreement is expressly contingent upon the adoption of concurring resolutions by the Governing Bodies of both the (Lead Entity) and the (Participant) authorizing the execution of this Agreement.
16. **Reporting:** *(Will the Participant or Lead Entity issue periodic reports? What specific information is included in the reports? What is the frequency of issuance?)*

ATTEST:

(Lead Entity)

[First Name, Last Name], Mayor

ATTEST:

(Participant)

[First Name, Last Name], Mayor

Chapter 3: Vehicle Maintenance

Introduction:

As referenced in Chapter 2, one critical DPW function is supporting the day-to-day operations of local governments by maintaining and repairing municipally owned property. For most municipalities, this includes fleet maintenance services for police, fire, EMS, and construction vehicles. This can mean everything from basic vehicle maintenance such as oil-changes, tire rotations, and vehicle inspections to emergency repairs when vehicles break down or get into an accident.

Fleet Maintenance may be an area where entering into a shared service agreement with a larger DPW in a neighboring municipality could achieve significant cost-savings, as well as greatly improve efficiency compared to operating a small local vehicle maintenance shop. Significant cost savings are realized through economies of scale and avoidance of large capital investments in shop space and equipment.

In this chapter we offer model resolutions and a model agreement that incorporate real-world examples from agreements between the Borough of Paramus and several other Bergen County municipalities in its immediate vicinity.

(LEAD ENTITY)
MODEL RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE
AGREEMENT WITH (PARTICIPANT) FOR VEHICLE MAINTENANCE SERVICES.**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services ("Agreement"); and

WHEREAS, the governing bodies of the *(Lead Entity)* and *(Participant)* are in mutual recognition that shared services may result in property tax relief and enhanced services for their respective constituents; and

WHEREAS, the *(Participant)* is in need of maintenance and repair services for its municipal vehicles; and

WHEREAS, the *(Lead Entity)* is able to provide vehicle maintenance and repair services to the *(Participant)*; and

WHEREAS, the *(Lead Entity)* and the *(Participant)* seek to enter into a Shared Services Agreement, with *(Lead Entity)* providing maintenance and repair to vehicles directed to it by the *(Participant)* effective *(Effective Day)* and terminating on *(Expiration Date)*; and

WHEREAS, the *(Participant)* has reviewed and approves of the "Agreement" between the *(Lead Entity)* and the *(Participant)* for the term of the contract and the expenditure of funds pursuant to the terms thereof.

NOW, THEREFORE, BE IT RESOLVED that the governing body of *(Lead Entity)* hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the *(chief administrator)* is hereby authorized to take all necessary actions to facilitate the *(Lead Entity' s)*, participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the *(Participant's)* office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Lead Entity)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

(PARTICIPANT)
RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT
WITH (NAME OF PARTICIPANT) FOR VEHICLE MAINTENANCE SERVICES.**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for shared services known as a Shared Service Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the governing bodies of the *(Lead Entity)* and *(Participant)* are in mutual recognition that shared services may result in property tax relief and enhanced services for their respective constituents; and

WHEREAS, the *(Participant)* is in need of maintenance and repair services for its municipal vehicles; and

WHEREAS, the *(Lead Entity)* is able to provide vehicle maintenance and repair services to the *(Participant)*; and

WHEREAS, the *(Lead Entity)* and the *(Participant)* seek to enter into a Shared Services Agreement, with *(Lead Entity)* providing maintenance and repair to vehicles directed to it by the *(Participant)* effective *(Effective Day)* and terminating on *(Expiration Date)*; and

WHEREAS, the *(Lead Entity)* has reviewed and approves of the “Agreement” between the *(Lead Entity)* and the *(Participant)* for the term of the contract and the expenditure of funds pursuant to the terms thereof.

NOW, THEREFORE, BE IT RESOLVED that the governing body of *(Participant)* hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the *(chief administrator)* is hereby authorized to take all necessary actions to facilitate the *(Participant)*, participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the *(Participant’s)* office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Participant)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

**A MODEL MUNICIPAL
SHARED SERVICES AGREEMENT
FOR VEHICLE MAINTENANCE SERVICES**

THIS AGREEMENT, made as of (Month and Date), (Year) by and between (Lead Entity), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called "_____."

– AND –

The (Participant), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called "_____", for the provision of Vehicle Maintenance and Repair services.

WITNESSETH

WHEREAS, the (Lead Entity) can provide Vehicle Maintenance and Repair Services to the (Participant) in a manner that may be more efficient, timely, and/or cost-effective; and

WHEREAS, the parties herein desire to enter into a Shared Services agreement pursuant to N.J.S.A 40A:65-1, et seq.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

- 1. Term of Agreement:** This Shared Service Agreement ("Agreement") shall be effective (*Month and Date*), (*Year*) through (*Month and Date*), (*Year*).
- 2. Scope of Services:**
 - a) The (*Lead Entity*), Department of Public Works, (*Division/unit responsible for Vehicle or Mechanical Maintenance*) shall provide labor, maintenance and services on vehicles at the rate of \$XX.XX per hour during normal business hours. Emergency call-out after hours will be billed at a rate of \$XXX.XX per hour.
 - b) Parts – Parts will be purchased from local vendors under State Contract, when available. An additional charge not to exceed XX% of the cost of the part may be added to cover any expenses incurred by the (*Lead Entity*) to retrieve parts.
 - c) Tires – Tires will be purchased under State Contract pricing when available. Hourly labor rates set forth in 2a will apply for tire changeovers performed by the (*Lead Entity*).
 - d) Outside and Body Repairs: Will be performed by State Contract vendors when available. An additional charge not to exceed XX% of the repairs may be added to cover any expenses incurred by the (*Lead Entity*) (i.e., travel-time, fuel).
 - e) Labor Time: Average labor time for a complete preventative maintenance service including a XX-point check list is X hours for a motor-vehicle, X hours for trucks, and X hours for fire apparatus/ambulances. A quick lube service will be performed for a flat fee of \$XX.XX for

most automobiles (*excluding trucks and diesel engines*). This service includes up to 7 quarts of standard engine oil, oil filter, and a XX-point check list. Additional charges may be incurred for any additional parts or service that might be needed.

- f) **Unscheduled Repairs:** Unscheduled repairs will be billed at the hourly rates set forth in 2a an hour for hour basis plus parts and materials.
3. **Payment:** Administration, scheduling and billing will be the responsibility of (*unit/agency/division designated by the Lead Entity*). A XX% administrative fee, not to exceed \$XXX.XX, will be added to all repair orders to cover the costs of correspondence, postage, billing, and copies. The (*Lead Entity*) will bill the (*Participant*) on a monthly basis for all maintenance and repairs performed. Payment to the (*Lead Entity*) shall be made within thirty (30) days of receipt of the monthly invoice.
4. **Miscellaneous:**
- a) Reasonable notice shall be given to the (*Lead Entity*) for the scheduling of maintenance and repairs. In the event of an emergency, every effort will be made to make the necessary repairs as quickly as possible.
- b) In the event the (*Lead Entity*) is unable to perform necessary repairs or maintenance, every reasonable accommodation will be made to have the work completed by an outside agency under state contract. No outside repairs will be made without the (*Participant 's*) approval.
5. **Mediation/Arbitration:** Should a controversy or dispute between the parties arise in relation to this Agreement, every effort will be made to resolve the controversy or dispute. If the dispute cannot be settled through direct discussions, the parties agree that they will attempt to settle the matter through mediation administered by a mediator acceptable to both parties before resorting to any other remedy.
6. **Termination:** Either party may withdraw from this contract by adoption of a resolution. A certified copy of such resolution shall be submitted to the other party at least (*Agreed upon amount of time*) prior to the date of intended withdrawal. Unless either party initiates a six-month withdrawal resolution, this contract will be automatically renewed.
7. **Other Contracts:** The parties recognize that this is not an exclusive agreement and that the (*Lead Entity*) shall be permitted to enter into similar agreements with other municipalities to provide the same services specified herein, or there is a process to consult all participating municipalities. (*Adding new partners to the agreement is highly encouraged, as it may increase the likelihood that all participants recognize savings through cost-sharing and economies of scale. Describe the financial impact on the original municipalities if additional municipalities join.*)

Enabling Resolution: This agreement is expressly contingent upon the adoption of concurring resolutions by the Governing Bodies of both the (Lead Entity) and the (Participant) authorizing the execution of this Agreement.

ATTEST:

(Lead Entity)

[First Name, Last Name], Mayor

ATTEST:

(Participant)

[First Name, Last Name], Mayor

Acknowledgement:

This is the only model in this publication lacking an appendix with examples. In many cases, the variation between vehicle maintenance agreements were fairly minor in nature. Thus, this handbook contains only the model agreement, which has borrowed much of its form and language from Vehicle Maintenance and Repair agreements between the Borough of Paramus and as many as twenty-five (25) other municipalities in Bergen County.

Chapter 4: Health Services

Introduction:

Boards of Public Health play a very important role in administering hundreds of programs that help to ensure the health of the residents they serve. Many offer a wide-variety of specialized health programs, such as adult health services, child health clinics, and family planning services. Furthermore, Public Health Departments are key to connecting the community with resources and information for poison control, mental health assistance, reporting child-abuse, substance abuse counseling, and much more. Additionally, local public health offices have played an essential role in tracking the COVID-19 pandemic and implementing contact-tracing initiatives.

Shared service agreements related to providing health services often involve agreements between local departments for mutual support with certain programs like clinics and awareness campaigns for public health issues like smoking, vaccines, or poison control. Additionally, it is common for many municipalities to jointly provide certain Health Services like Health Officer enforcement of local ordinances and state sanitary laws.

In this chapter, we offer model resolutions and a model agreement that incorporate examples from existing Shared Service Agreements for Health Services.

(LEAD ENTITY)
MODEL RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT
WITH (NAME OF PARTICIPANT) FOR THE PROVISION OF HEALTH SERVICES.**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for shared services known as a Shared Services Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the governing bodies of the *(Lead Entity)* and *(Participant)* are in mutual recognition that shared services may result in property tax relief and enhanced services for their respective residents; and

WHEREAS, the *(Participant)* is in need of Health Services for its residents; and

WHEREAS, the *(Lead Entity)* is able to provide Health Services to the *(Participant)*; and

WHEREAS, an Agreement entitled “*Shared Service Agreement Between the (Lead Entity) and the (Participant) for Health Services*” has been proposed and found acceptable.

NOW, THEREFORE, BE IT RESOLVED that the governing body of *(Lead Entity)* hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the *(chief administrator)* is hereby authorized to take all necessary actions to facilitate *(Lead Entity ’ s)*, participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the *(Lead Entity ’ s)* office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b)

(Lead Entity)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

(PARTICIPANT)
RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT
WITH (LEAD ENTITY) FOR THE PROVISION OF HEALTH SERVICES.**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for shared services known as a Shared Service Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the governing bodies of the *(Lead Entity)* and *(Participant)* are in mutual recognition that shared services may result in property tax relief and enhanced services for their respective residents; and

WHEREAS, the *(Participant)* is in need of Health Services for its residents; and

WHEREAS, the *(Lead Entity)* is able to provide Health Services to the *(Participant)*; and

WHEREAS, an Agreement entitled “*Shared Service Agreement Between the (Lead Entity) and the (Participant) for Health Services*” has been proposed and found acceptable.

NOW, THEREFORE, BE IT RESOLVED that the governing body of *(Participant)* hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the *(chief administrator)* is hereby authorized to take all necessary actions to facilitate the *(Participant’s)*, participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the *(Participant’s)* office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Participant)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

**A MODEL MUNICIPAL
SHARED SERVICES AGREEMENT
FOR HEALTH SERVICES**

THIS AGREEMENT, made as of (Month and Date), (Year) by and between (Lead Entity), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “ _____ ”

– AND –

The (Participant), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “ _____ ”, for Health Services.

WITNESSETH

WHEREAS, the parties herein desire to contract for the (Lead Entity) to furnish health services of a technical and professional nature for the (Participant), pursuant to N.J.S.A 26:3A2-1, et seq., and N.J.S.A. 40:8A-1 et seq.; and

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Term of Agreement:** This Shared Service Agreement (‘Agreement’) shall be effective *(Month and Date)*, *(Year)* through *(Month and Date)*, *(Year)*
2. **Purpose:** *(Why enter into this agreement? How will it improve efficiency, improve the quality of service, reduce cost, etc.)?*
3. **Scope of Services:** The (Lead Entity) shall provide a duly licensed Health Officer, Registered Environmental Health Specialist, and specialized regional expertise to comply with N.J.A.C 8:52, the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey. The (Lead Entity) shall also administer and enforce N.J.S.A Title 26 and all relevant sections of N.J.S.A, Title 58.
 - 3.1 **Services Provided:** *(Enumerate each specific service that the Lead Entity will provide)*
 - 3.2 **Responsibility:** The Health Officer of the (Lead Entity) shall direct and supervise all public health activities and employees of the (Participant) and shall be the enforcement agent of the (Participant) for its ordinances and the sanitary laws of the State of New Jersey.

[See Example C-1 and C-2 on P. XX]
4. **Emergency Notifications Systems:** The (Lead Entity) will oversee and manage a contract with an emergency notification system that will serve all municipalities participating in this agreement. Additionally, the (Lead Entity) shall act as the liaison to the contract service provider for all participating municipalities of this shared service agreement.
5. **Funding:** The (Lead Entity) shall provide the services specified from (Effective Date) through (Expiration Date) at a base cost of \$XX,XXX per year, plus \$X,XXX for public nursing services, \$X,XXX for public health regional expertise, and \$X,XXX for the emergency notification system.

6. **Payment Schedule:** The (Lead Entity) will bill the (Participant) on the 15th day of each month. Payment to the (Lead Entity) shall be made within thirty (30) days of receipt of the monthly invoice.

[See Example C-3 and C-4 on P. XX]

7. **Termination:** Either party may withdraw from this contract by adoption of a resolution. A certified copy of such resolution shall be submitted to the other party at least (Agreed upon amount of time) prior to the date of intended withdrawal. Unless either party initiates a six-month withdrawal resolution, this contract will be automatically renewed. The withdrawing party will submit any notification of withdrawal to the New Jersey State Commissioner of Health at least six (6) months prior to the withdrawal date.

8. **Compliance:** This agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey.

9. **Mediation/Arbitration:** Should a controversy or dispute between the parties arise, in relation to this Agreement, every effort will be made to resolve the controversy or dispute. If the dispute cannot be settled through direct discussions, the parties agree that they will attempt to settle the matter through mediation administered by a mediator acceptable to both parties before resorting to any other remedy.

10. **Other Contracts:** The parties recognize that this is not an exclusive agreement and that the (Lead Entity) shall be permitted to enter into similar agreements with other municipalities to provide the same services specified herein, or there is a process to consult all participating municipalities. (Adding new municipal partners into the agreement, when possible, should be encouraged, because it may increase the likelihood that all municipalities can recognize cost savings through economies of scale.)

11. **Enabling Resolution:** This agreement is expressly contingent upon the adoption of concurring resolutions by the Governing Bodies of both the (Lead Entity) and the (Participant) authorizing the execution of this Agreement.

12. **Reporting:** *(Will the Participant or Lead Entity issue periodic reports? What specific information is included in the reports? What is the frequency of issuance?)*

ATTEST:

(Lead Entity)

[First Name, Last Name], Mayor

ATTEST:

(Participant)

[First Name, Last Name], Mayor

(PARTICIPANT)
RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT
WITH (LEAD ENTITY) FOR EMERGENCY 911 AND DISPATCH SERVICES**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the (Participant) wishes to ensure the safety and welfare of its residents by providing emergency medical services, as well as police and fire protection, that are professional, comprehensive, and affordable; and

WHEREAS, the (Participant) and the (Lead Entity) have prepared a Shared Service Agreement for Emergency 9-1-1 and Dispatching Services, which is beneficial to the residents of (Participant) with the potential to increase efficiency, enhance safety, and provide cost-savings; and

WHEREAS, this Agreement will become effective upon the adoption of the enacting Resolution by the governing body.

NOW, THEREFORE, BE IT RESOLVED that the governing body of (Participant) hereby endorses undertaking the Agreement; and

BE IT FURTHER RESOLVED that the (chief administrative officer) is hereby authorized to take all necessary actions to allow for and support the (Participant’s), participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the (Participant’s) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Participant)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

**A MODEL MUNICIPAL
SHARED SERVICES AGREEMENT
FOR 911/DISPATCH SERVICES**

THIS AGREEMENT, made as of (Month and Date), (Year) by and between (Lead Entity), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “_____”

– AND –

The (Participant), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “_____”, for provision of Emergency 9-1-1 and Dispatching Services.

WITNESSETH

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services (“Agreement”); and

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Term of Agreement:** This Shared Service Agreement (‘Agreement’) shall be effective *(Month and Date), (Year)* through *(Month and Date), (Year)*
2. **Purpose:** *(Why enter into this agreement? How will it improve efficiency, improve the quality of service, reduce cost, etc.)?*

[See Example D-1 on P. XX]

3. **Scope of Services:** *(Many localities approach this section of 911/Dispatch SSAs in two ways: (1) listing the exact services being rendered by the lead entity; or (2) spelling out the responsibilities for each party to the agreement, as well as those of entities impacted by the agreement – i.e. Police Departments, Fire, EMS, etc.)*

[See Examples D-2 and D-3 on P. XX]

4. **Funding:** The (Lead Entity) shall provide the services specified from (Effective Date) through (Expiration Date) at a base cost of \$XX,XXX per year.
5. **Payment Schedule:** *(determine a payment schedule that is feasible for all agreement participants)*
6. **Termination:** *(Determine how much notice will be required of a party wishing to terminate the agreement)*

[See Example D-4 on P. XX]

7. **Indemnity:**

[See Example D-5 on P. XX]

8. **Compliance:** This agreement, and any subsequent contract or related matters, shall be governed and construed by and in accordance with the laws of the State of New Jersey. The Parties hereby submit to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this Agreement or any subsequent contract based on this Agreement. This provision shall govern notwithstanding any language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to this Agreement. The (Lead Entity) has evaluated the emergency 911 and dispatching service needs of the (Participant), and the (Lead Entity) has determined that it can provide the services specified in this Agreement in accordance with its terms.
9. **Mediation/Arbitration:** Should a controversy or dispute between the parties arise, in relation to this Agreement, every effort will be made to resolve the controversy or dispute. If the dispute cannot be settled through direct discussions, the parties agree that they will attempt to settle the matter through mediation administered by a mediator acceptable to both parties before resorting to any other remedy.
9. **Other Contracts:** The parties recognize that this is not an exclusive agreement and that the (Lead Entity) shall be permitted to enter into similar agreements with other municipalities to provide the same services specified herein. *(As was highlighted in Example A, above, it is very common for some municipalities to centralize Emergency 911 and Dispatch Services in the hands of the County (i.e. County Sheriff or Police Department). This is intended to achieve enhanced service efficiencies that result in quicker response times in emergency situations. In most cases, it would be to the benefit of all parties to seek additional parties to the agreement.)*
10. **Reporting:** *(Will the Participant or Lead Entity issue periodic reports? What specific information is included in the reports? What is the frequency of issuance?)*

ATTEST:

(Lead Entity)

[First Name, Last Name], Mayor

ATTEST:

(Participant)

[First Name, Last Name], Mayor

Chapter 6: Police Services

Police Departments perform numerous public safety functions within the communities they serve. Their primary role is enforcing federal and state law and local ordinances within their communities. Typical police activity centers around detecting and responding to illegal activities by citing and/or apprehending alleged offenders within their jurisdiction. Police departments are also key participants in Local Emergency Management and Disaster Response efforts and Community Outreach programs.

Shared service agreements involving municipal police departments generally involve the following:

- **Mutual Aid:** agreements between two or more law enforcement agencies to provide assistance or support to each other under certain circumstances.
 - Standard Mutual Aid: These agreements formalize a recurring support relationship that avoids the ongoing need for formal requests for assistance. The goal is usually to ensure that local police departments do not become overwhelmed when responding to large-scale calls or enhance coordination of resources to address common regional problems and investigations.
 - Automatic Mutual Aid: Units from a neighboring jurisdiction are automatically dispatched to a call in a neighboring jurisdiction.
- **Providing for School Security:** school districts often enter into agreements with their local police departments to retain School Resource Officers and other security services.
- **Community Education and Outreach Programs:** Police departments work with other local government units like school districts or town council to distribute grant funds for gang and drug resistance programs, crime prevention programs, and community and youth outreach.

While rare, shared service agreements are also used to secure full-time or overnight police coverage through a larger neighboring municipality. These agreements are most viable when the financial burden of continuing to provide a local department has become too onerous. In 2018, Wenonah Township in Gloucester County entered into a police services agreement with Mantua Township that will save Wenonah an estimated \$500,000 per year while maintaining comprehensive police services.

In this chapter, we provide a model agreement and model resolutions based on examples across New Jersey.

(LEAD ENTITY)
MODEL RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT
WITH (PARTICIPANT) FOR POLICE SERVICES**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the (Participant) is in need of Police services, and expressed an interest in beginning to share services; and

WHEREAS, the (Lead Entity) has a Police Department that is qualified and able to provide services to the (Participant); and

WHEREAS, the (Lead Entity) and Chief of Police of (Lead Entity) have evaluated the Police protection services needs of the (Participant), and determined it feasible to provide the required services to the (Participant); and

WHEREAS, the (Lead Entity) and the (Participant) have prepared a Shared Service Agreement for Police Services; and

WHEREAS, the governing bodies of the (Lead Entity) and (Participant) have reviewed the Agreement and are in mutual recognition of its benefits to their respective residents as having the potential to increase efficiency, enhance safety, and/or provide cost savings.

NOW, THEREFORE, BE IT RESOLVED that the governing body of (Lead Entity) hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the (chief administrative officer) is hereby authorized to take all necessary actions to allow for and support the (Lead Entity), participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the (Lead Entity's) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Lead Entity)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

(PARTICIPANT)
RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT
WITH (LEAD ENTITY) FOR POLICE SERVICES**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the (Participant) wishes to ensure the safety and welfare of its residents by having police protection available on a twenty-four (24) hour per-day, seven (7) day per week basis; and

WHEREAS, the (Lead Entity) has in place a Police Department that is qualified and able to provide the (Participant) with police services; and

WHEREAS, the (Participant) and the (Lead Entity) have prepared a Shared Service Agreement for Police Services, which is beneficial to the residents of (Participant) with the potential to increase efficiency, enhance safety, and provide cost-savings; and

WHEREAS, this Agreement will become effective upon the adoption of the enacting Resolution by the governing body.

NOW, THEREFORE, BE IT RESOLVED that the governing body of (Participant) hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the (chief administrative officer) is hereby authorized to take all necessary actions to allow for and support the (Participant’s), participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the (Participant’s) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Participant)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

**A MODEL MUNICIPAL
SHARED SERVICES AGREEMENT
FOR POLICE SERVICES**

THIS AGREEMENT, made as of (Month and Date), (Year) by and between (Lead Entity), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called " _____"

– AND –

The (Participant), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called " _____", for provision of Emergency 9-1-1 and Dispatching Services.

WITNESSETH

WHEREAS, (Participant) wishes to ensure the continued safety and welfare of its residents by having police protection available at all times; and

WHEREAS, the (Lead Entity) has in place a Police Department that is qualified and able to provide the (Participant) with police services in accordance with the terms set forth herein; and

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services ("Agreement"); and

WHEREAS, the (Lead Entity) shall provide such policing services and continuous coverage, on a 24-hour per day, 7-day per week basis, within the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Term of Agreement:** This Shared Service Agreement ("Agreement") shall be effective *(Month and Date), (Year)* through *(Month and Date), (Year)*
2. **Scope of Services:** *(This section should determine how extensive the Police protection and coverage services provided under this agreement will be. Is the lead entity taking over responsibility for all police protection of the participant? Will they only provide services during certain hours or during tourist season? Is this agreement about coordinating police services between two municipalities? What about investigations, ticketing for local ordinances and state statutes, or providing services in municipal court?)*

[See Examples E-1 and E-2 on P. XX]

3. **Funding:** *(Provide a detailed explanation of the cost(s) to the participant, as well as how this amount was calculated. How will overtime costs be handled? How about handling unforeseen circumstances like natural disaster, public health emergency, etc.? What are the remedies /penalties for defaulting on payments?)*

4. **Payment Schedule:** *(determine a payment schedule that is feasible for all agreement participants)*

[See Example E-3 and E-4]

5. **Indemnity:** 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:** *(Describe the insurance requirements for each party to this agreement. In the context of law enforcement agencies, their required coverages often include, but are not limited to: Comprehensive General Liability; Automobile Liability; Errors and Omissions; and Workers Compensation.)*

[See Example E-5 and E-6 on P. XX]

7. **Termination:** Either party may withdraw from this contract by adoption of a resolution. A certified copy of such resolution shall be submitted to the other party at least (Agreed upon amount of time) prior to the date of intended withdrawal. Unless either party initiates a (agreed timeframe) withdrawal resolution, this contract will be automatically renewed. *(In most Police Coverage SSAs the required timeframe is 6-months of prior notice to ensure an adequate transition for both parties)*
8. **Equipment and Capital Improvements:** *(In most cases the lead entity will be solely responsible for any planning, purchasing, or maintaining of equipment and capital needs like police cruisers, etc. However, the parties should determine if the participant is to bear any of the financial responsibilities for such improvement to gear, vehicles, etc.)*
9. **Existing Assets:** *(Will the existing equipment and assets of the participant be transferred to the Lead Entity? Will there be monetary compensation for the equipment and assets being transferred? If there is to be monetary compensation for transferred equipment and assets, may that sum be deducted from the participant's fees for service in the year they were transferred? What happens to assets not desired by the Lead Entity?)*
10. **Existing Evidence:** *(If Police Coverage and Protection Services are to be consolidated entirely under the lead entity, the participant should confer with the lead entity, their County Prosecutor, and the New Jersey Attorney General as to any applicable guidance and directives regarding the transfer of evidence in their custody to that of the lead entity. This section should also address whether the lead entity is to take responsibility for existing and all future evidence)*
11. **Reporting of Police Activity:** *(Determine the frequency of reports by the Chief of Police to the Public Safety Committees and/or Mayor or Chief Administrative Officer of each municipality. Monthly/Quarterly/Annually?)*

12. **Mediation/Arbitration:** Should a controversy or dispute between the parties arise, in relation to this Agreement, every effort will be made to resolve the controversy or dispute. If the dispute cannot be settled through direct discussions, the parties agree that they will attempt to settle the matter through mediation administered by a mediator acceptable to both parties before resorting to any other remedy.

13. **Other Contracts:** The parties recognize that this is not an exclusive agreement and that the *(Lead Entity)* shall be permitted to enter into similar agreements with other municipalities to provide the same services specified herein, or there is a process to consult all participating municipalities. *(Adding new municipal partners into the agreement, when possible, should be encouraged, because it may increase the likelihood that all municipalities can recognize cost savings through economies of scale. This may be particularly beneficial when the procurement of new Police vehicles and equipment becomes necessary.)*

14. **Compliance:** This agreement, and any subsequent contract or related matters, shall be governed and construed by and in accordance with the laws of the State of New Jersey. The Parties hereby submit to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this Agreement or any subsequent contract based on this Agreement.

ATTEST:

(Lead Entity)

[First Name, Last Name], Mayor

ATTEST:

(Participant)

[First Name, Last Name], Mayor

Chapter 7: Fire Services

Under N.J. state law, a municipality may enact an ordinance that establishes a one or more territories within its municipal boundaries for the specific purposes of providing for fire prevention, protection, and investigation. Fire Districts are governed by a Board of Fire Commissioners who are elected by voters living within its territorial boundaries. Much like a Board of Education or Town Council, a Board of Fire Commissioners may levy taxes on the citizens of its Fire District and incur certain kinds of debt to finance the up-front costs of needed vehicles, equipment, and facilities.

Shared Services in this domain may improve the efficiency or cost of fire protection services. For example, two districts that share a common border may be able to provide fire protection services more efficiently through a joint Fire District than they would individually. While the total area of service and number of residents needing coverage may increase, so do the amount of resources available to deploy at any one time. Furthermore, the joint fire district is now able to spread the costs of its services over a wider tax-base, often making it less expensive for the average taxpayer to receive those essential services.

In this chapter, we provide a model agreement and model resolutions that include real-world examples from New Jersey municipalities that have enacted Fire District Shared Service Agreements.

(LEAD ENTITY)
MODEL RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT
WITH (PARTICIPANT) FOR FIRE SERVICES**

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the (Lead Entity) and (Participant) wish to ensure the safety and welfare of its residents by having fire protection available on a twenty-four (24) hour per-day, seven (7) day per week basis; and

WHEREAS, the municipalities have conducted a feasibility study and determined it to be in their mutual best interests to jointly provide for the fire prevention, protection, and investigation services between the two municipalities: and

WHEREAS, the (Participant) and (Lead Entity) have previously determined that a shared service agreement for joint-provision of fire prevention, protection, and investigation services between the two municipalities are in their mutual best interests: and

WHEREAS, the (Participant) and the (Lead Entity) have prepared a Shared Service Agreement (*hereafter* “Agreement”) for the joint-provision of fire prevention, protection, and investigation services; and

WHEREAS, the governing bodies of the (*Lead Entity*) and (*Participant*) have reviewed the Agreement and are in mutual recognition of its benefits to their respective residents as having the potential to increase efficiency, enhance safety, and/or provide cost savings.

NOW, THEREFORE, BE IT RESOLVED that the governing body of (*Lead Entity*) hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the (*chief administrative officer*) is hereby authorized to take all necessary actions to allow for and support the (*Participant’s*) participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the (*Participant’s*) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Lead Entity)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

(PARTICIPANT)
RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT
WITH (LEAD ENTITY) FOR FIRE SERVICES**

WHEREAS, the (Participant) wishes to ensure the safety and welfare of its residents by providing for sufficient fire coverage and protection services that are available on a twenty-four (24) hour per-day, seven (7) day per week basis; and

WHEREAS, the (Participant) and (Lead Entity) have expressed a desire to enter into a shared service agreement for joint-provision of fire prevention, protection, and investigation services between their two municipalities; and

WHEREAS, the two municipalities are in close geographic proximity to each other, and share a contiguous municipal border; and

WHEREAS, the municipalities have conducted a feasibility study and determined it to be in their mutual best interests to provide for a joint provision of fire prevention, protection, and investigation services; and

WHEREAS, the (Lead Entity) and the (Participant) have prepared a Shared Service Agreement (*hereafter "Agreement"*) for the joint-provision of fire prevention, protection, and investigation services; and

WHEREAS, the governing bodies of the (Lead Entity) and (Participant) have reviewed the Agreement and are in mutual recognition of its benefits to their respective residents as having the potential to increase efficiency, enhance safety, and/or provide cost savings.

NOW, THEREFORE, BE IT RESOLVED that the governing body of (Participant) hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the (chief administrative officer) is hereby authorized to take all necessary actions to allow for and support the (Participant's), participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the (Participant's) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b)

(Participant)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

**A MODEL MUNICIPAL
SHARED SERVICES AGREEMENT
FOR FIRE SERVICES**

THIS AGREEMENT, made as of (Month and Date), (Year) by and between (Lead Entity), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “ _____ ”

– AND –

The (Participant), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “ _____ ”, for provision of Fire Services.

WITNESSETH

WHEREAS, (Participant) and (Lead Entity) wish to ensure the continued safety and welfare of its residents by providing for Fire Services through a joint Fire District; and

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the (Lead Entity) shall provide such continuous Fire Services, on a 24-hour per day, 7-day per week basis, within the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Term of Agreement:** This Shared Service Agreement (“Agreement”) shall be effective (*Month and Date*), (*Year*) through (*Month and Date*), (*Year*)
2. **Scope of Services:** (*This section should determine how extensive the Fire Services provided under this agreement will be. Is the lead entity taking over responsibility for all fire preventions, protection, and investigation within the participant’s municipal boundaries? Is this just an agreement for mutual aid on common fire protection and coverage issues within the two municipalities? Is the agreement limited to the forensic investigation of fires that have already occurred?*)

[See Example F-1 and F-2 on P. XX]

3. **Funding:** (Provide a detailed explanation of the financial cost(s) to the (Participant), as well as how this amount was calculated.)
4. **Equipment and Capital Improvements:** (In the case of joint-provision of any municipal service, it is common for all parties to the agreement to outline each party’s financial responsibilities for improvements to gear, vehicles, etc.).
5. **Payment Schedule:** (*determine a payment schedule that is feasible for all agreement participants*)

[See Example F-3 and F-4 on P. XX]

6. **Indemnity:** 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.

7. **Insurance:** *(Describe insurance requirements for each party to this agreement.)*

[See Example F-5 and F-6 on P. XX]

8. **Termination:** *(Determine how much notice will be required of a party wishing to terminate the agreement. In most SSAs related to emergency services the required timeframe is 6-months or more of advance notice to ensure an adequate transition for both parties)*

9. **Mediation/Arbitration:** Should a controversy or dispute between the parties arise, in relation to this Agreement, every effort will be made to resolve the controversy or dispute. If the dispute cannot be settled through direct discussions, the parties agree that they will attempt to settle the matter through mediation administered by the Division of Local Government Services or other mediator acceptable to both parties before resorting to any other remedy.

10. **Other Contracts:** The parties recognize that this is not an exclusive agreement and that the (Lead Entity) shall be permitted to enter into similar agreements with other municipalities to provide the same services specified herein.

11. **Compliance:** This agreement, and any subsequent contract or related matters, shall be governed and construed by and in accordance with the laws of the State of New Jersey. The Parties hereby submit to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this Agreement or any subsequent contract based on this Agreement.

14. **Reporting: Reporting:** *(Will the Participant or Lead Entity issue periodic reports? What specific information is included in the reports? What is the frequency of issuance?)*

[Insert lines for each Fire District Commissioner]

ATTEST:

(Lead Entity)

[First Name, Last Name], Mayor

ATTEST:

(Participant)

[First Name, Last Name], Mayor

Chapter 8: Municipal Courts

Introduction

New Jersey's municipal courts are responsible for a limited, but essential, set of judicial matters within the territorial boundaries of each municipality. Municipal courts have jurisdiction over cases involving alleged violations of town ordinances, motor vehicle and parking tickets, fish and game violations, and disorderly persons offenses (i.e. assaults, driving under the influence, etc.).

In some smaller towns, especially those in more rural parts of the state, the expense of operating a municipal court may exceed the municipality's ability to pay, particularly when capital investments in court facilities and security arise. Establish a joint municipal court with neighboring municipalities can result in substantial tax savings. Joint municipal courts eliminate costs by operating with one building, one judge, one prosecutor, one set of court staff, rather than one of each in every participating town.

In this chapter we provide a model agreement and model resolutions developed based upon recent joint courts established around New Jersey.

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(LEAD ENTITY)
MODEL RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENT
WITH (PARTICIPANT) FOR A JOINT MUNICIPAL COURT**

WHEREAS, N.J.S.A. 2B:12-1(b) authorizes the formation of a joint municipal court by two or more municipalities by ordinance or resolution, provided that the municipalities enter into an Agreement and that the Agreement is filed with the State of New Jersey Administrative Director of the Courts and the Assignment Judge of Superior Court of New Jersey, (Home County); and

WHEREAS, the (Participant) and (Lead Entity) have determined it is in their best interests for purposes of economy and efficiency, to consolidate operations, including the daily functions and court sessions of both municipalities; and

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services ("Agreement");

WHEREAS, the (Lead Entity) and the (Participant) have prepared a Shared Service Agreement for a joint municipal court; and

WHEREAS, the governing bodies of the (Lead Entity) and (Participant) have reviewed the Agreement and are in mutual recognition of its benefits to their respective residents as having the potential to increase efficiency, enhance safety, and/or provide cost savings.

NOW, THEREFORE, BE IT RESOLVED that the governing body of (Lead Entity) hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the (chief administrative officer) is hereby authorized to take all necessary actions to facilitate the (Participant), participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the (Participant's) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Lead Entity)

[First Name, Last Name], Town Clerk

[First Name, Last Name], Mayor

(PARTICIPANT)
RESOLUTION #__

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE
AGREEMENT WITH (LEAD ENTITY) FOR A JOINT MUNICIPAL COURT**

WHEREAS, N.J.S.A. 2B:12-1(b) authorizes the formation of a single joint municipal court by two or more municipalities by ordinance or resolution, provided that the municipalities enter into an Agreement and that the Agreement is filed with the State of New Jersey Administrative Director of the Courts and the Assignment Judge of Superior Court of New Jersey, (Home County); and

WHEREAS, the (Participant) and (Lead Entity) have determined it is in their best interests for purposes of economy and efficiency, to consolidate operations, including the daily functions and court sessions of both municipalities; and

WHEREAS, N.J.S.A 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services (“Agreement”);

WHEREAS, the (Lead Entity) and the (Participant) have prepared a Shared Service Agreement for a joint municipal court; and

WHEREAS, the governing bodies of the (Lead Entity) and (Participant) have reviewed the Agreement and are in mutual recognition of its benefits to their respective residents as having the potential to increase efficiency and/or provide cost savings.

NOW, THEREFORE, BE IT RESOLVED that the governing body of (Participant) hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the (chief administrative officer) is hereby authorized to take all necessary actions to facilitate the (Participant), participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the (Participant’s) office and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b).

(Participant)

[First Name, Last Name], Municipal Clerk

[First Name, Last Name], Mayor

**A MODEL MUNICIPAL
SHARED SERVICES AGREEMENT
FOR A JOINT MUNICIPAL COURT**

THIS AGREEMENT, made as of (Month and Date), (Year) by and between (Lead Entity), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “_____”

– AND –

The (Participant), a Municipal Corporation of the State of New Jersey with its principal office located at (Address), (Town), (County), New Jersey hereinafter called “_____”, for provision of Emergency 9-1-1 and Dispatching Services.

WITNESSETH

WHEREAS, the above-mentioned municipalities have determined it to be within their best interests to provide for a joint municipal court, with (Lead Entity) as the Lead Agency; and

WHEREAS, the municipalities listed as parties under this Agreement retain the authority to establish a single municipal court to serve their respective communities, pursuant to N.J.S.A. 2B:12-1(b) and N.J.S.A 40A:65-1, et seq.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Name:** The Joint Municipal Court shall be known as the “ Joint Municipal Court of _____ and _____ ” (or other appropriate title determined by the parties to the agreement).
2. **Location:** The Joint Municipal Court of _____ shall be located at (Address), (Town), New Jersey (Zip code) and the parties agree that all court sessions of those two municipalities will be held at the “ _____ ” Municipal Building.
3. **Administration of Joint Municipal Court:** (Describe which municipality will serve as the lead entity; Provide court/administrative employees; Provide the necessary space for the courtroom(s), Judge’s Chamber, office space for court administration, storage, etc.)

[See Examples G-1 through G-3 on P. XX-P.XX]

4. **Funding:** (Determine the allocation of financial responsibility among the parties of the joint municipal court agreement . Does this include any capital improvements? Will the costs of prisoner transport to/from jail and court be jointly funded? Will each party reimburse the court on an ad hoc basis. Will police from each municipality handle their own prisoners? etc.)
5. **Payment Schedule:** (Determine a payment schedule that works for all parties to the agreement – most municipal court SSAs operate on some form of a quarterly payment schedule)
6. **Revenue:** (Determine who gets to keep revenues generated from the various court related fees and charges. Should the Lead Entity remit all payments/fees/charges generated by Participant-related cases to that municipality? Or shall they keep these revenues and count the generated revenues against the Participant’s financial commitment under the agreement?)

[See Examples G-4 through G-6 on P. XX – P.XX]

7. **Insurance:** *(Describe the required insurance coverage for each party to this agreement)*

[See Examples G-7 through G-8 on P. XX]

8. **Indemnity:**

a) (Participant) agrees to indemnify and hold harmless (Lead Entity), including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of (Participant's) personnel arising out of this Agreement or any of the obligations assumed by (Participant) hereunder. (Participant), upon notice from (Lead Entity), shall resist and defend, at the expense of (Participant), such action or proceeding with Counsel reasonably satisfactory to (Lead Entity). In addition, (Lead Entity) may engage separate counsel at its sole expense to appear on its behalf in such action or proceeding without waiving its right or (Participant's) obligation under this paragraph.

b) (Lead Entity) agrees to indemnify and hold harmless (Participant), including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of (Lead Entity's) personnel arising out of this Agreement or any of the obligations assumed by (Lead Entity) hereunder. (Lead Entity), upon notice from (Participant), shall resist and defend, at the expense of (Lead Entity), such action or proceeding with Counsel reasonably satisfactory to (Participant). In addition, (Lead Entity) may engage separate counsel at its sole expense to appear on its behalf in such action or proceeding without waiving its right or (Lead Entity's) obligation under this paragraph.

9. **Court Officer:** *(Decide Participant/Lead Entity) shall provide at least one (1) uniformed Police Officer at its sole cost and expense to be the Court Officer for each scheduled session of the joint municipal court.*

11. **Other Contracts:** *The parties recognize that this is not an exclusive agreement and that the (Lead Entity) shall be permitted to enter into similar agreements with other municipalities to provide the same services specified herein.*

10. **Termination:** *(Determine how much advance notice shall be required before a party may terminate the agreement. Joint Court agreements usually require a minimum of 6-months of notice. Many also add in provisions for how cases initiated prior to dissolution will be handled.)*

11. **Joint Municipal Court Committee:** *(It is recommended that the parties establish some form of board or committee comprised of members of each municipality's governing body that will: (1) ensure all provisions and obligations under the agreement are being fulfilled; (2) raise and address questions, issues, and concerns related to the Joint Municipal Court; and (3) act as a liaison between the Joint Court and the governing body of each participating municipality.)*

12. **Mediation/Arbitration:** *Should a controversy or dispute between the parties arise, in relation to this Agreement, every effort will be made to resolve the controversy or dispute. If the dispute*

cannot be settled through direct discussions, the parties agree that they will attempt to settle the matter through mediation administered by the Division of Local Government Services or other mediator acceptable to both parties before resorting to any other remedy.

13. Compliance: This agreement, and any subsequent contract or related matters, shall be governed and construed by and in accordance with the laws of the State of New Jersey. The Parties hereby submit to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this Agreement or any subsequent contract based on this Agreement.

14. Reporting: *(Will the Participant or Lead Entity issue periodic reports? What specific information is included in the reports? What is the frequency of issuance?)*

ATTEST:

(Lead Entity)

[First Name, Last Name], Mayor

ATTEST:

(Participant)

[First Name, Last Name], Mayor