

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 127-2014**

**TO REJECT ALL BIDS FOR THE PURCHASE OF AN AERIAL BUCKET
TRUCK BY THE CITY OF NORTHFIELD**

WHEREAS, bids were properly advertised for the purchase of an Aerial Bucket Truck by the City of Northfield; and

WHEREAS, sealed bids were received and opened by the Municipal Clerk at 10:00am on Tuesday, May 20, 2014, from the following:

Bidder	Bid Amount
Altec Industries	\$92,373.00
H.A. Dehart and Son	\$91,788.00

WHEREAS, the lowest bid substantially exceeded funds appropriated for the project; and

THEREFORE BE IT RESOLVED by the Council of the City of Northfield, Atlantic County, New Jersey, that in accordance with NJSA 40A11-13.2, all bids submitted on May 20, 2014 for the project known as Aerial Bucket Truck are hereby rejected.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the City Council of Northfield held this 30th day of June, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 128-2014**

**AWARD OF CONTRACT FOR THE PURCHASE OF A FILE SERVER
FOR THE CITY OF NORTHFIELD MUNICIPAL OFFICES**

WHEREAS, specifications were prepared and proposals solicited for the project known as Municipal Server Replacement for The City of Northfield Municipal Offices in the City of Northfield; and

WHEREAS, proposals were received from the following:

Vendor	Total Amount of Proposal
All Covered	\$19,326.31
Total Computer Network Support	\$21,274.49

WHEREAS, the lowest proposal was submitted by All Covered in the amount of \$19,326.31.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Governing Body accept the proposal of All Covered, 100 Dobbs Lane, Suite 208, Cherry Hill, New Jersey 08034, in the amount of \$19,326.31.

BE IT FURTHER RESOLVED that the Chief Financial Officer has certified the availability of funds for this project.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Special Meeting of the City Council of Northfield, held this 30th day of June, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 129- 2014**

**A RESOLUTION EXTENDING THE AGREEMENT BETWEEN THE CITY OF
NORTHFIELD AND THE CITY OF LINWOOD TO SHARE A POLICE
CHIEF/SHARE POLICE CHIEF SERVICES FOR A PERIOD OF ONE YEAR**

WHEREAS, N.J.S.A. 40a:65-4 allows the City of Northfield and the City of Linwood to enter into shared services; and

WHEREAS, the City of Northfield and the City of Linwood had previously entered into an Agreement to share a Police Chief/Share Police Chief Services that commenced June 30, 2011 and expired on June 29, 2012, and by Resolution 106-2012 extended the agreement to continue from June 30, 2012 to June 29, 2013, and by Resolution 121-2013 extended the agreement to continue from June 30, 2013 to June 29, 2014; and

WHEREAS, the City of Northfield and the City of Linwood are desirous of extending this Agreement for an additional period of one year pursuant to the terms and conditions of the attached Extension Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield, Atlantic County, New Jersey, that the Extension Agreement attached hereto as Exhibit A is hereby approved.

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing resolution was duly adopted at a Special Meeting of the Northfield City Council, held this 30th day of June, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of June, 2014.

Mary Canesi, RMC, Municipal Clerk

Approved / Gerard McGee, Mayor

**ONE YEAR EXTENSION OF AGREEMENT BETWEEN THE CITY OF
NORTHFIELD AND THE CITY OF LINWOOD TO SHARE A POLICE
CHIEF/SHARE POLICE CHIEF SERVICES**

WHEREAS, the City of Linwood (hereinafter "Linwood") and the City of Northfield (hereinafter "Northfield") have entered into an Agreement to Share A Police Chief/Share Police Chief Services Agreement effective June 30, 2011; and

WHEREAS, the original Agreement between Northfield and Linwood to share a Chief of Police was for a term of one year and was thereafter extended; and

WHEREAS, Northfield and Linwood desire to extend the Agreement for an additional one year commencing June 30, 2014 and expiring June 29, 2015;

IT IS on this 30th day of June, 2014 **AGREED** as follows:

1. The Agreement between the City of Northfield and the City of Linwood to Share a Police Chief/Share Police Chief Services is hereby extended from June 30, 2014 – June 29, 2015.
2. All terms and conditions of said Agreement shall remain in full force and effect.
3. In the event that the current Chief, Robert James, retires during the term of the agreement, as extended, the intention of the Common Council of the City of Linwood is to continue under the Shared Services Agreement and fill the position of Chief after consultation with Northfield. The Agreement shall be amended if and when a successor is appointed.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Mayors and their Municipal Seals hereto and attested by their respective clerks the day and year first above written.

ATTEST:
NORTHFIELD

CITY OF

Mary Canesi, City Clerk

BY: _____
Jerry McGee, Mayor

**ATTEST:
LINWOOD**

CITY OF

Leigh Ann Napoli, City Clerk

BY: _____
Richard L. DePamphilis, III, Mayor

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 130-2014**

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
AGREEMENT FOR A SHARED POLICE CHIEF/SHARE POLICE CHIEF
SERVICES WITH THE CITY OF LINWOOD**

WHEREAS, Pursuant to N.J.S.A. 40A:65-4 et seq., the City Council of the City of Northfield adopted Ordinance No. 3, 2011 on May 10, 2011 authorizing an Agreement to Share a Police Chief/Share Police Chief Services with the City of Northfield (Agreement); and

WHEREAS, said Agreement designated Chief Robert James of the City of Northfield Police Department as the Chief of Police of the Linwood Police Department; and

WHEREAS, Chief Robert James is retiring from employment and as the Chief of Police for the Cities of Northfield and Linwood effective July 1, 2014; and

WHEREAS, the City Councils of Northfield and Linwood are desirous of having a person fill the position of Chief of Police so that no lapse or vacancy occurs in that position; and

WHEREAS, the City Councils of the City of Northfield and City of Linwood are desirous of amending said Agreement to designate a new Chief of Police;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Northfield in the County of Atlantic and State of New Jersey, that the Agreement for a Shared Police Chief/Share Police Chief Services with the City of Linwood be and is hereby amended as set forth in Exhibit A attached hereto and specifically made a part hereof by this reference.

BE IT FURTHER RESOLVED, that Exhibit A shall only become effective as of:

1. The exact time that Chief Robert James has completed his final minute of service as the Chief of Police of Linwood and Northfield, and
2. Exhibit A is adopted by the City of Northfield to be effective as of the exact time that Chief Robert James has completed his final minute of service as the Chief of Police for Linwood and Northfield.

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing resolution was duly adopted at a Special Meeting of the Northfield City Council, held this 30th day of June, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of June, 2014.

Mary Canesi, RMC, Municipal Clerk

Approved / Gerard McGee, Mayor

**AGREEMENT BETWEEN THE CITY OF NORTHFIELD AND THE CITY OF LINWOOD TO
SHARE A POLICE CHIEF/SHARE POLICE CHIEF SERVICES**

EXHIBIT A

Colin F. Hickey

Salary	\$ 130,000.00
Medicare	\$ 1,885.00
Social Security	\$ 8,060.00
Unemployment	\$ 910.00
Workers Comp	\$ 13,000.00
Health Insurance	\$ 12,403.92
Prescription	\$ 5,775.96
Dental	\$ 1,335.72
Vision	\$ 196.32
Pension	\$ 32,305.00
Total	\$ 205,871.92

**AGREEMENT BETWEEN THE CITY OF NORTHFIELD AND THE
CITY OF LINWOOD TO SHARE A POLICE CHIEF/SHARE POLICE
CHIEF SERVICES**

This Agreement to share a police chief/share police chief services (hereinafter "Agreement") is made this _____ day of _____, 2014 **BY AND BETWEEN** the **CITY OF NORTHFIELD**, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Northfield") and the **CITY OF LINWOOD**, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Linwood").

WHEREAS, N.J.S.A. 40A:65-4, *et seq.* provides, in pertinent part,

Any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units. N.J.S.A. 40A:65-4.a(1).

WHEREAS, Northfield and Linwood have determined that sharing a police chief/sharing police chief services will provide for a more effective and efficient administration and provision of public safety and police protection services at a significant savings by entry into this Agreement;

WHEREAS, Northfield and Linwood have determined that sharing a police chief/sharing police chief services will enhance the efficiency and operation of their respective police departments at a significant savings by entry into this Agreement;

WHEREAS, Northfield and Linwood have determined it to be in the best interests of their respective residents for Northfield and Linwood to share a police chief/share police chief services by entry into this Agreement;

WHEREAS, pursuant to the authority granted by N.J.S.A. 40A:65-4, *et seq.*, Northfield and Linwood desire to enter into an agreement to share a police chief/share police chief services;

NOW, THEREFORE, Northfield and Linwood in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. **Establishment of Shared Police Chief Services/Sharing a Police Chief.** Northfield and Linwood agree to share a police chief/share police chief services.

2. **Designation of Police Chief; Employer of Police Chief.**

- a. Chief Colin F. Hickey (hereinafter “Chief Hickey”), the current Chief of Police of the Linwood Police Department, shall continue to be the Chief of Police of the Linwood Police Department and shall also be the Chief of Police of the Northfield Police Department.
- b. Chief Hickey shall continue to be and remain an employee of Linwood.
- c. Linwood is hereby designated as the primary employer of Chief Hickey pursuant to N.J.S.A. 40A:65-6.

3. **Services and Duties of Police Chief; Designation of Appropriate Authority; Standard of Performance.**

- a. Chief Hickey, who under Linwood’s form of government has the duty and responsibility for control of Linwood’s Police Department, shall continue to have the duty and responsibility for said control and coverage for the police departments of both Northfield and Linwood.
- b. Chief Hickey shall spend his time equally between Northfield and Linwood as determined by Chief Hickey in consultation with both the Mayor of Northfield and Mayor of Linwood.
- c. The Mayor of Linwood is hereby designated as the appropriate authority on Linwood issues pursuant to N.J.S.A. 40A:65-8.b., and Chief Hickey shall report to the Mayor of Linwood on Linwood issues.
- d. The Mayor of Northfield is hereby designated as the appropriate authority on Northfield issues pursuant to N.J.S.A. 40A:65-8.b., and Chief Hickey shall report to the Mayor of Northfield on Northfield issues.
- e. Chief Hickey shall faithfully carry out all of the duties and responsibilities of Police Chief in a professional manner and according to the laws of the State of New Jersey.

4. **Cost of Services of Police Chief.**

- a. The costs and expenses for the employment of Chief Hickey shall be determined by the Linwood Chief Financial Officer in consultation with the Chief Financial Officer for the City of Northfield. An estimate of the costs attributable to Chief Hickey's employment shall be prepared immediately after he ascends to the position of Chief of Police and shall thereafter be attached hereto as Exhibit "A". Reimbursement costs shall be determined as set forth herein. The formula for allocating costs pursuant to this agreement is that the same shall be split evenly between Linwood and Northfield.
- b. Linwood shall pay to Chief Hickey his salary, costs and expenses, and Northfield shall reimburse Linwood for fifty (50%) percent of the total cost to employ Chief Hickey. These costs shall include, but not be limited to, salary, fringe benefits, health insurance, pension costs, workers' compensation costs, motor vehicle costs, gas and maintenance of said motor vehicle, future pension contributions including any increase in those contributions payable by the City of Linwood directly related to any increase in salary caused by the Shared Services Agreement, and any other costs attributable to Chief Hickey as a result of his employment as the Chief of Police. In addition, the City of Northfield shall reimburse fifty percent of the pro rata share of post retirement costs to the City of Linwood. Pro rata shall mean the number of years that the Shared Services Agreement is in effect over the total number of years that Chief Hickey is employed by the City of Linwood. It is understood and agreed that the City of Northfield shall have no responsibility or obligation with regard to any pension contributions which were due or paid prior to the date of this Agreement or with regard to any other benefits that either accrued or were given prior to the date of this Agreement, except to reimburse the City of Linwood pro rata for payments already made that cover Chief Hickey after July 1, 2014. It is further understood and agreed that any significant expenditures, such as, but not limited to the purchase of a new motor vehicle, shall be made only after consultation and agreement by the City of Linwood and the City of Northfield. The City of Linwood shall invoice the City of Northfield on a periodic basis but no later than quarterly, with said invoice being due upon receipt.

5. **Additional Law Enforcement Provisions.**

- a. Pursuant to N.J.S.A. 40A:65-8.a., the seniority, tenure, and pension rights of every full-time law enforcement officer, who is employed by each of the participating Municipalities and who is in good standing at the time a Resolution authorizing this Agreement is adopted by each participating Municipality, is hereby recognized and preserved, and none of those law enforcement officers shall be terminated, except for cause.

6. **Effective Date; Duration of Agreement.**

- a. Conditions pursuant to this Agreement becoming effective are: (1) the adoption by each participating Municipality of a Resolution, (a) authorizing this Agreement, and (b) authorizing the Mayor to sign the within Agreement; and (2) the Indemnification Agreement dated June 30, 2011, as amended shall hereby be deemed to be a part of this Agreement. A copy of the Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
- b. The duration of this Agreement shall be one (1) year from the effective date of this Agreement, subject to the right of termination as set forth herein.

7. **Termination of Agreement.** This Agreement may be terminated by any participating Municipality upon ninety (90) days written notice in advance of the date of termination given by the terminating Municipality to the other Municipality.

8. **Assignment of Rights and Obligations.** Northfield and Linwood agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed in a writing approved and executed by both participating Municipalities.

9. **Notices.** Any notices or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by hand delivery or by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

CITY OF NORTHFIELD
1600 Shore Road
Northfield, New Jersey 08225

CITY OF LINWOOD
400 Poplar Avenue
Linwood, New Jersey 08221

10. **Waiver.** Failure of either Northfield or Linwood to insist upon strict performance of any part or provision of this Agreement at any time shall not

constitute a waiver of such Municipality's right to insist upon strict performance of this Agreement in the future.

11. **Merger; Integration.** This Agreement contains the entire and only agreement between the participating Municipalities, other than the "INDEMNIFICATION AGREEMENT BETWEEN THE CITY OF NORTHFIELD AND THE CITY OF LINWOOD" dated June 30, 2011 as amended which is hereby deemed to be a part of this Agreement, and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in anyway except by a writing approved and executed by both participating Municipalities.

12. **Interpretation and Validity.** The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.

13. **Severability.** If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14. **Duplicate Originals.** This Agreement may be signed in one or more duplicate original counterparts, each of which shall be original but all of which together constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Mayors and their Municipal Seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:

CITY OF NORTHFIELD

Mary Canesi, City Clerk

BY: _____
Jerry McGee, Mayor

ATTEST:

CITY OF LINWOOD

Leigh Ann Napoli, City Clerk

BY: _____
Richard L. DePamphilis, III, Mayor