

RESOLUTION 2009-435

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND APPROVING THE INTERLOCAL SERVICES AGREEMENT FOR TWO LAW ENFORCEMENT OFFICERS (SRO's) WITH THE BARNEGAT TOWNSHIP BOARD OF EDUCATION

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township"), has undertaken numerous shared services agreements with the Barnegat Township Board of Education (the "Board"); and

WHEREAS, this shared services relationship between the Township and the Board has greatly assisted the Township taxpayers, and has provided additional services for and on behalf of both the Board and the Township; and

WHEREAS, the Township and the Board have discussed the need of entering into an Interlocal Services Agreement in order to provide two (2) law enforcement officers to the Board for SRO services; and

WHEREAS, the Township and the Board believe that it is in the long-term best interests of the Township, its residents, and especially its school children, to provide two (2) SRO officers to the Board; and

WHEREAS, a proposed Interlocal Services Agreement for two (2) law enforcement officers (SRO's) has been prepared and reviewed by representatives of the Township and found to be acceptable as to form and content. A copy of the Interlocal Services Agreement is on file at the office of

the Township Clerk and can be reviewed by the public during normal business hours:

NOW, THEREFORE, BE IT RESOLVED, this 6th day of July, 2009 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township authorizes the entering into of an Interlocal Services Agreement for two (2) law enforcement officers (SRO's) to be provided by the Township to the Board. A true copy of the Agreement is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours.

2. The Township authorizes and directs the Mayor, Township Clerk and Township Administrator to execute any and all necessary documents in order to implement the intent of this resolution.

3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:

- (a) Honorable Jeffrey Melchiondo, Mayor;
- (b) David Breeden, Township Administrator;
- (c) Kathleen Janeski, CFO;
- (d) Jerry J. Dasti, Esq.;
- (e) Robert Houser, President, Barnegat Township Board of Education; and
- (f) Ben Montenegro, Esq., attorney for Barnegat Township Board of Education

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township Committee of the Township of Barnegat at a regular meeting held on July 6, 2009, a quorum being present and voting in the majority.

KATHLEENT.WEST, TOWNSHIP CLERK

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Kathleen Janeski, Chief Financial Officer for the Township of Barnegat, do hereby certify that adequate funds are available for a contract with the Board of Education to provide two (2) Law Enforcement Officers (SRO's) to the Board of Education in the amount of \$

The funds which are available for this contract are found in the following line item appropriations or ordinances:

Kathleen Janeski

**INTER—LOCAL SERVICES AGREEMENT
FOR LAW ENFORCEMENT OFFICERS (SRO)**

THIS AGREEMENT entered into this 6th day of July 2009, by and between Barnegat Township, a duly created municipal corporation of the State of New Jersey, with offices located at 900 West Bay Avenue, Barnegat, New Jersey 08005-1298 (hereinafter referred to as the "Township"), and the Barnegat Township Board of Education, with offices located at 550 Barnegat Boulevard North, Barnegat, New Jersey 08005 (hereinafter referred to as the "Board of Education"), and the parties having come together and agreed as follows:

WHEREAS, the Board of Education desires to retain the services of two local law enforcement officers, employed by the Township, to participate in a program whereby two Police Officers (hereinafter referred to as "law enforcement officer(s)") are assigned to the Barnegat Township School District on a full-time basis; and

WHEREAS, the parties recognize the high cost associated with a local law enforcement officer providing such services to Barnegat Township School District being operating by the Board of Education; and

WHEREAS, the parties recognize that in order for the Board of Education to keep continuity in the programs that revolve around the law enforcement officer in the Barnegat School District, it is absolutely necessary that the law enforcement officers assigned to the Barnegat School District shall be assigned permanently without exception for the entire school year (September-June); and

WHEREAS, the Board of Education desires to implement such a program and it is willing to reimburse the township partially for the costs associated with the law enforcement officers' salary and related expenses; and

WHEREAS, the parties recognize that said law enforcement officers should have certain training and qualities necessary to be effective in the Barnegat Township School District.

NOW, THEREFORE, THE PARTIES AGREE, that the Township shall, through its local Police Department, supply two law enforcement officers to the Board of Education for use in the Barnegat Township School District upon the following terms and conditions:

1. ASSIGNMENT OF OFFICERS. The Board of Education and the Township have agreed to have two law enforcement officers assigned to Barnegat Township School District on a full-time basis during the 2009-2010 school year. The term for assignment of the officer shall coincide with the start and end dates of the 2008-2009 school year schedule. The specific September start date and June end date shall coincide with the school calendar, as may be modified during the school year. The parties further agree that for the continuity of the programs in which said law enforcement officers are involved, that it is absolutely necessary, as much as possible and to the extent scheduling permits that the same law enforcement officers be assigned to the Barnegat School District for the term of this contract as set forth herein.

2. SELECTION OF THE LAW ENFORCEMENT OFFICERS. The law enforcement officers to be assigned to the Barnegat Township School District shall meet the following criteria:

A. Said law enforcement officers shall have a minimum of five (5) years of full-time law enforcement experience; and

B. Said law enforcement officers shall meet all minimum requirements/training as may be required by State statute and regulation for assignment in a public school setting as a school Resource officer.

3. SELECTION AND ACCEPTANCE. The Chief of Police for the Township shall select and/or appoint the law enforcement officers for the use by the Board of Education in the Barnegat Township School District that meets all of the criteria set forth in Paragraph 2 above. The Board of Education reserves the right to meet with and interview the law enforcement officers to ascertain if such officers are suitable for working in a school environment and as such further reserves the right to accept or reject the selected/appointed law enforcement officers.

4. PAYMENT.

A. The Board of Education shall pay to the Township the total sum equal to Fifty Five Thousand Eight Hundred and Thirty Three Dollars and No Cents (\$55,833.00) for each officer representing a portion of the salary of the law enforcement officers that are ultimately assigned to the Barnegat Township School District for the school year 2009-2010. Said sum shall be paid as follows:

One Hundred percent (100%) on or by the October 1, 2009.

B. At the discretion of the Board of Education, its share may be increased upon recommendation of the safety committee with the approval by the Board of Education.

- 5. LAW ENFORCEMENT OFFICERS TO BE EMPLOYEES OF THE TOWNSHIP AND NOT BOARD OF EDUCATION.** Although the law enforcement officers shall be assigned to the Barnegat Township School District and be scheduled by the Board of Education to be at different schools and/or school functions as determined in the sole discretion of the Board of Education on a full-time basis, the law enforcement officers to be assigned pursuant to this agreement are employed by the Township and the Township's Police Department and not the Board of Education. The law enforcement officers shall remain subject to all rules and regulations of the Township and its Police Department and shall not be considered a member of the staff of the Board of Education.
- 6. TERMS AND HOURS.** The term of this Agreement shall be for the 2008-2009 school calendar year. The Township shall provide two law enforcement officers for forty (40) hours per week, except in the case of an emergency at the discretion of the Board of Education. It is further agreed that in the event of the absence, greater than three (3) days, or leave of an assigned law enforcement officer, the Township will provide a substitute law enforcement officer at no additional cost to the Board of Education. The Township will provide, to the greatest extent possible, a substitute law enforcement officer who shall possess the same criteria as set forth in Paragraph 2. The parties understand, however, that the substitute law enforcement officer may not possess all of the same criteria. This is acceptable to both parties with the acknowledgement that each will use their best efforts to provide a suitable substitute law enforcement officer.
- 7. DUTIES.** The duties to be performed at the schools by said law enforcement officers shall be assigned through the Township Police Department chain of command in cooperation with the Superintendent for the Board of Education and/or his designee.
- 8. COMMUNICATIONS.** The Superintendent of the Board of Education and the Chief of Police for the Township shall maintain open communication concerning the progress and effectiveness of the program.
- 9. MODIFICATIONS OR AMENDMENT OF AGREEMENT.** This agreement may only be modified or amended in writing by both the Board of Education and the Township; therefore, no oral modification or amendments shall be binding on either the Board of Education or the Township.

10. **TERMINATION.** Either party upon not less than ninety (90) days written notice to the other may terminate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year written above.

BARNEGAT TOWNSHIP BOARD OF EDUCATION

Dean Allison, Board Secretary

Robert Houser, President

ATTEST:

BARNEGAT TOWNSHIP

Kathleen T. West, Township Clerk

Jeffrey Melchiondo, Mayor