

RESOLUTION 2009-436

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND APPROVING THE INTERLOCAL SERVICES AGREEMENT FOR ONE LAW ENFORCEMENT OFFICER (DARE) 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 one (1) law enforcement officer to the Board for DARE 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 one (1) DARE officer to the Board; and

WHEREAS, a proposed Interlocal Services Agreement for one (1) law enforcement officers (DARE) 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 one (1) law enforcement officer (DARE) 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.

Kathleen T. West, RMC

**INTER—LOCAL SERVICES AGREEMENT
FOR LAW ENFORCEMENT OFFICER (DARE)**

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 utilize the services of a local law enforcement officer, employed by the Township, to participate in the Barnegat Township Schools DARE program whereby one Police Officer (hereinafter referred to as "law enforcement officer") is assigned to the Barnegat Township School District on a part-time basis; 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 officer 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 the Township is willing to have a law enforcement officer assigned to the School district on a part time basis at no cost to the School District.

WHEREAS, the parties recognize that said law enforcement officer 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 one law enforcement officer 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 one law enforcement officer assigned to Barnegat Township School District on a part-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 2009-2010 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 which said law enforcement officer is involved, that it is absolutely necessary, as much as possible and to the extent scheduling permits that the same law enforcement officer be assigned to the Barnegat School District for the term of this contract as set forth herein.

2. **SELECTION OF THE LAW ENFORCEMENT OFFICER.** The law enforcement officer 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 DARE officer.
3. **SELECTION AND ACCEPTANCE.** The Chief of Police for the Township shall select and/or appoint the law enforcement officer 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 officer to ascertain if such officer is suitable for working in a school environment and as such further reserves the right to accept or reject the selected/appointed law enforcement officer.
4. **LAW ENFORCEMENT OFFICER TO BE EMPLOYEE OF THE TOWNSHIP AND NOT BOARD OF EDUCATION.** Although the law enforcement officer shall be assigned to the Barnegat Township School District on a part time basis and be scheduled by the Board of Education to be at different schools and/or school functions regarding the school district's DARE program, the law enforcement officer to be assigned pursuant to this agreement is employed by the Township and the Township's Police Department and not the Board of Education. The law enforcement officer 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.
5. **TERMS AND HOURS.** The term of this Agreement shall be for the 2009-2010 school calendar year. The Township shall provide one law enforcement officer on a part time basis for the DARE program each 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 to do the DARE program. The Township will provide, to the greatest extent possible, a substitute law enforcement officer who shall possess the same criteria as set for 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.
6. **DUTIES.** The duties to be performed at the schools by said law enforcement officer 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.

7. **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.
8. **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.
9. **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.

Dean Allison, Board Secretary

Robert Houser, President

Dated: _____

ATTEST:

Kathleen T. West, Township Clerk

Jeffrey Melchiondo, Mayor

