

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2016-245

Title: RESOLUTION APPROVING AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

WHEREAS, the Township of Lower (the "Township") operates a Police Department within the Township; and

WHEREAS, the Lower Cape May Regional School District operates secondary schools (collectively, the "Schools") within the Township; and

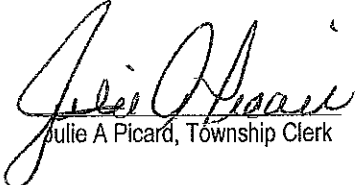
WHEREAS, the Lower Cape May Regional School District and the Township desire to enter an agreement whereby the Township shall make a police officer available to the Board for the purpose of providing security at the School upon the terms and conditions set forth in the attached Interlocal agreement (the "Agreement"); and

WHEREAS, the Agreement is authorized by N.J.S.A. 40:8A-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the Mayor and Township Clerk are hereby authorized and directed to execute an Interlocal Agreement with the Lower Cape May Regional School District, a copy of which is attached hereto as Exhibit A.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			+			
PERRY			+			
SIMONSEN		+	+			
CLARK	+		+			
BECK			+			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 7, 2016.


Julie A. Picard, Township Clerk

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT ("Agreement") dated this 22nd day of Sept, 2016 by and between the LOWER CAPE MAY REGIONAL SCHOOL DISTRICT, a duly authorized New Jersey school district (hereinafter referred to as "Lower Cape May Regional School District") and THE TOWNSHIP OF LOWER, a duly authorized New Jersey municipality (hereinafter referred to as "Township").

1. **Background of Agreement and Term:** Lower Cape May Regional School District operates secondary schools within the Lower Township, Cape May County, New Jersey (the "Schools"). Lower Cape May Regional School District and Township have agreed to have one (1) police officer assigned to the Schools on a full-time basis for a 36 month period commencing January 1, 2017 and ending on December 31, 2019, and the purpose of this Agreement is to set forth the parties' understanding of the Agreement.

2. **Assignment of Officer:** Township will assign one (1) full-time police officer to Lower Cape May Regional School District during the Term, with such officer to be assigned to the school on a full-time basis.

3. **Selection of Officer:** The one (1) officer to be assigned shall have a minimum of three (3) years of experience. The officer shall be jointly selected by the Superintendent of Lower Cape May Regional School District ("Superintendent") and the Township Police Chief ("Chief of Police").

4. **Payment:** Lower Cape May Regional Board of Education shall pay the Township the total sum of \$ 253,188.78 for such services to be allocated and paid as follows:

- (a) \$ 40,634.46 due on or before June 30, 2017
- (b) \$ 40,634.46 due on or before December 31, 2017
- (c) \$ 42,178.57 due on or before June 30, 2018
- (d) \$ 42,178.57 due on or before December 31, 2018
- (e) \$ 43,781.36 due on or before June 30, 2019
- (f) \$ 43,781.36 due on or before December 31, 2019

5. **Officer to be Employee of Township and not Lower Cape May Regional School District:** Although assigned to school on a full-time basis, the one (1) police officer to be assigned, pursuant to the Agreement, shall remain an employee of the Township and its Police Department and not to Lower Cape May Regional School District. The Township shall remain responsible for payment of his salary and

benefits, as well as insurance coverage. Such officer shall remain subject to all rules and regulations of the Township and its police officers and shall not be considered a member of the staff of the Lower Cape May Regional School District.

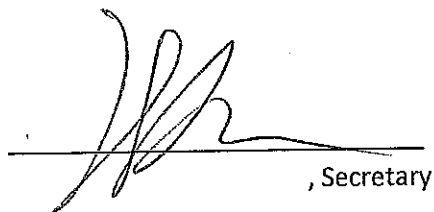
6. **Duties and Hours:** The one (1) police officer to be assigned shall be expected to work a forty-two (42) hour work week; and shall perform such duties as are assigned to him by the Chief of Police in consultation with the Superintendent. During the time school is in session from September through June, He shall work Full Time at the school, except in the case of an emergency as directed by the Chief of Police. The Superintendent shall not schedule any officer assigned to work additional hours that will result in the total hours worked exceeding forty-two (42) hours without the advanced written authorization of the Township Manager. During vacation periods when school is not actually in session, he shall report to the Chief of Police. The duties to be performed at the school by such officer shall be pursuant to a job description which shall be agreed upon between the Superintendent and the Chief of Police and which shall be reduced to writing prior to the opening of school.

7. **Reports:** The Superintendent shall periodically report to the Chief of Police as to the work efforts of this one (1) officer as well as the actual hours worked. It is generally anticipated that the one (1) police officer will be present at school each day from its opening until the end of classes. He shall be assigned to extracurricular duties such as sporting events, but in a manner so as to make his work week a total of forty-two (42) hours.

8. **Modification or Amendment of Agreement:** This Agreement may only be modified or amended in writing by both Lower Cape May Regional School District and Township and, therefore, no oral modifications or amendments shall be binding on either Lower Cape May Regional School District or Township.

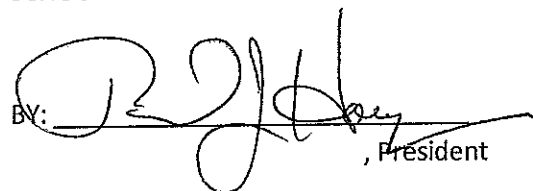
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

WITNESS:



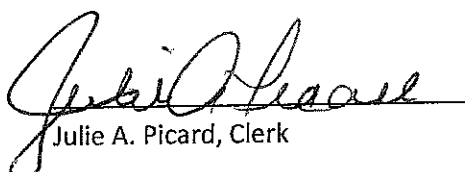
, Secretary

LOWER CAPE MAY REGIONAL
SCHOOL DISTRICT

BY: 

, President

WITNESS:



Julie A. Picard, Clerk

TOWNSHIP OF LOWER,

BY: 

Michael E. Beck, Mayor