

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: County of Middlesex COUNTY: Middlesex

RECIPIENT: Township of Old Bridge COUNTY: Middlesex

BRIEF DESCRIPTION OF SERVICE:

Shared Service Agreement Between
Township of Old Bridge + OB Board of Education
For School Security + Resources Offices

EFFECTIVE DATE: JULY 1, 2017

EXPIRATION DATE: JUNE 30, 2018

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

Be it Resolved, by the Township Council of the Township of Old Bridge, County of Middlesex, New Jersey, that:

RESOLUTION NO. 309-17

**RESOLUTION APPROVING
SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF OLD BRIDGE
AND
OLD BRIDGE BOARD OF EDUCATION
FOR SCHOOL SECURITY AND RESOURCE OFFICERS**

WHEREAS, the Old Bridge Board of Education desires to contract with the Township of Old Bridge for purposes of providing the Board of Education with Old Bridge Township Police Officers designated to be assigned to selected Old Bridge Township Public Schools as School Resource Officers (SRO) on a daily basis to provide security, Law Enforcement resources and liaison to the schools and the community; and

WHEREAS, the Township of Old Bridge has agreed to provide the Old Bridge Board of Education with these services at the rates as agreed upon between the parties for the term commencing July 1, 2017 and ending June 30, 2020; and

WHEREAS, this agreement between the parties will supersede any and all existing Shared Services Agreements for School Resource Officers; and

WHEREAS, the Township of Old Bridge is authorized to enter into this Shared Agreement with the Old Bridge Board of Education pursuant to the provisions of Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq; and

WHEREAS, pursuant to N.J.S.A. 40A:65-6, Old Bridge Township is designated as the primary employer of staff providing the services outlined in the agreement; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the agreement will take effect upon adoption of an appropriate resolution by both entities authorizing the contract and upon execution of said contract; and

I certify the following to be a true and correct abstract of a resolution regularly passed at a meeting of the Township Council of the Township of Old Bridge

Date: July 10, 2017


Clerk of the Township of Old Bridge


Brian J. Cahill, Council President

I, Stella Ward, Twp. Clerk of the Township of Old Bridge of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a *Resolution* adopted at a meeting of the Township Council held on the *10th* day of *July* 20*17*


Stella Ward, Township Clerk

**FIRST EXTENSION
SHARED SERVICES AGREEMENT FOR
SCHOOL SECURITY**

THIS SHARED SERVICES AGREEMENT made this st day of , 2017,
by and between:

THE TOWNSHIP OF OLD BRIDGE, a municipal corporation of the State of New Jersey, whose business offices are located at One Old Bridge Plaza, Old Bridge New Jersey 08857, and which shall hereinafter be referred to as the "*Township*,"

AND

THE OLD BRIDGE BOARD of EDUCATION, whose business offices are located at Patrick A. Torre Administration Building, 4207 Highway 516, Matawan, NJ 07747 referred to as the Board of Education "*BOE*."

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to 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 in its own jurisdiction; and

WHEREAS, the *Board of Education* is in need of the services from the *Township* to provide to the Old Bridge Board of Education access to School Resource Officers and related law enforcement resources for the protection of the schools and the community; and

WHEREAS, the *Township* is willing to assist the *Board of Education* by permitting its personnel to provide the services to the *Old Bridge Board of Education*; and

WHEREAS, in the spirit of intra-municipal cooperation, and in furtherance of the principles underlying the Act, the *Township* and the *Board of Education* (collectively, the "parties") have negotiated an Agreement for the shared provision of the services within their respective jurisdictions; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, this Agreement will take effect upon adoption of an appropriate Resolution by both entities authorizing contract and upon execution of said contract; and

WHEREAS, pursuant to N.J.S.A. 40A:65-6, Old Bridge Township is designated as the primary employer of staff providing the services as outlined in this Agreement; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein contained, the parties agree as indicated below.

Services to be provided by Township:

A. SCHOOL RESOURCE OFFICER, OLD BRIDGE HIGH SCHOOL:

1. Continue to provide a designated patrolman as School Resource Officer "SRO" as determined by the Chief of Police, to be assigned to Old Bridge High School.
2. The SRO will provide a law enforcement resource to the BOE.
3. The SRO will act as a liaison between the schools and the community with the Police Department.
4. Assist the school administrators in developing and improving crisis plans, emergency plans, evacuations, and other safety concerns.
5. Provide an immediate response by law enforcement when necessary.
6. SRO will establish communication with the student body, faculty members, administrative staff and parents to assist in the education of and prevention of juvenile delinquency both in the schools and community.
7. Establish crime prevention programs to reduce the opportunity for crimes against property and persons in the schools.
8. Assist in all criminal investigations as required.
9. The assignment of this SRO is already in place and shall continue through the term of this agreement and any extensions.

B. SCHOOL RESOURCE OFFICERS, DISTRICT ELEMENTARY AND MIDDLE SCHOOLS AND GRADE NINE CENTER:

1. The Township shall provide two (2) designated patrolmen as School Resource Officers "SROs" as determined by the Chief of Police, to be assigned to the Old Bridge School District.
2. The SRO's, at the direction and pursuant to the security expertise of the Police Department Administration, shall develop protocols for the random and unpredictable coverage, hours, inspections, perimeter reviews, internal reviews, and other security routines for their assigned school sites.
3. The SRO's will act as liaisons between the Old Bridge Police Department and the schools and the community under the direction of the Chief of Police.
4. The SRO's will assist the school administration in developing and improving crisis plans, emergency plans, evacuations, and other safety concerns.
5. The SRO's will provide an immediate response by law enforcement when necessary.
6. The SRO's will establish communication with the student body, faculty members, administrative staff and parents to assist in the education of and prevention of juvenile delinquency both in the schools and community.
7. The SRO's will establish crime prevention programs to reduce the opportunity for crimes against property and persons in the schools.
8. The SRO's will assist in all criminal investigations as required.

9. The assignment of these SRO's initially took ~~has taken~~ effect as of February 1, 2013, and shall continue through the term of this extension to the parties' 2013 agreement and any additional extensions.

C. SPECIAL II OFFICERS ASSIGNED TO SCHOOL DISTRICT:

1. The Township shall provide forty-four (44) hours per day of district coverage by no fewer than four (4) Special II Officers "SLEO class II's," assigned to the sixteen School District sites based upon the professional judgment of the Chief of Police and OBPD Administration.
2. This coverage will be provided from 7:00am through 6:00pm.
3. The Special II's shall provide an increased police presence at all school sites and in areas adjacent to all school buildings and facilities.
4. The Special II's, at the direction and pursuant to the security expertise of the Police Department Administration, shall develop protocols for the random and unpredictable coverage, varied hours and days of assignment, inspections, perimeter reviews, internal reviews, and other security routines for their assigned school sites.
5. The Special II's will provide a law enforcement resource to the BOE, under the direction of the Chief of Police.
6. The Special II's will at the direction of the Chief of Police or his designee, act as liaison between the Old Bridge Police Department and the schools.
7. Provide an immediate response by law enforcement when necessary.
8. Only under the specific direction of the Chief of Police or his designee, assist in any criminal investigations.
9. The assignment of Special II Officers shall continue through the term of this extension and any additional extensions.

D. SPECIAL I OFFICER ASSIGNED TO LOMBARDI FIELD COMPLEX:

1. Starting on the effective date of this first amendment to the Agreement, the Township shall also hire, train and assign one Class I Special Officer to the Lombardi Field complex from April 1 through November 30, seven days per week, for each year of this First Addendum, for the hours of 6:00pm through 10:00pm.

E. INCREASED PATROL PRESENCE ON AND ADJACENT TO SCHOOL PROPERTY:

1. At the complete discretion of the Chief of Police or his designee, the Old Bridge Police Department shall develop other programs and or protocols as deemed necessary and or appropriate by the Department. Due to the nature of the assignment this will require considerable time and ongoing evaluation by the Old Bridge Township Police Department with input by the Board of Education.
2. This agreement shall not apply to extra curricular activities which extend beyond the hours set forth in section C.2, above. These events will continue to be billed at the extra duty rates which were in effect prior to this agreement.

3.

Rate and Fee Schedule:

The *Township* shall provide the services and personnel herein referenced at the annual rates indicated below. The services provided by the School Resource Officer as defined in this agreement between the *Board of Education* and the *Township* will be billed as follows.

It is understood by the parties that the rate of pay and the cost of benefits will change at various times of the year during any given year. Therefore, it is the intention of the Township of Old Bridge to provide the best estimate at the beginning of every year so that the parties can properly budget the item, understanding there may be adjustments throughout the year due to contractual obligations and other line item adjustments.

Cost of Services, effective as of July 1, 2017: the base amount (based on the actual salaries of the SRO's to be placed) shall consist of the following components:

- a. SRO's 1, 2 and 3, \$470,747.00 (which amount is inclusive of salary, benefits and all other costs for the three SRO's). Effective for the 2017-2018 school year, the BOE shall pay seventy-five percent (75%) of such costs, equaling \$353,060.00, and the Township shall pay twenty-five percent of such costs, equaling \$117,687.00.
 - b. The Special II's shall be paid at an hourly rate of \$26.00 (which amount includes all expenses for staffing and equipment), for a total of forty-four (44) hours per day, effective July 1, 2017. Total Special II costs shall therefore equal \$224,136.00. The BOE shall pay seventy-five percent (75%) of such costs, equaling \$168,102.00, and the Township shall pay twenty-five percent of such costs, equaling \$56,034.00.
 - It is expressly understood that all Special II's incorporated into this Agreement shall be part-time special officers, not entitled to benefits, and that the BOE shall not have any obligation to make payment toward any expense for these officers other than the BOE's share of the hourly rate as set forth herein.
 - As set forth above, Special II assignment for the First Extension to this Agreement shall commence on September 1, 2017.
 - c. During all years of the first Extension to this Agreement, the Board's 50% contribution to any start-up costs shall not exceed ten thousand dollars (\$10,000.00) in any year. Any and all such start-up costs shall be billed separately by the Township to the BOE.
 - d. Based upon the above components, excluding item c, the total BOE cost of the services to be provided during 2017-2018, the BOE total costs shall not exceed \$531,162.00.
- If the individual officer placed in any of the positions set forth herein has actual salary and related costs, or hourly rates in the case of Special II's and/or Special I's, that are less than those set forth above, the BOE shall pay such lesser amounts to the Township.

- The BOE shall make payment to the Township on a quarterly basis which shall be made on or before the first day of each quarter, that being September 1, December 1, March 1 and June 1, throughout the term of this contract based on the rates indicated above with any adjustments as may be required by "CBA", contract or otherwise.

Cost of Services, effective as of July 1, 2018: the base amount (based on the actual salaries of the SRO's to be placed) shall consist of the following components:

- a. SRO's 1, 2 and 3, \$482,305.00 (which amount is inclusive of salary, benefits and all other costs for the three SRO's). Effective for the 2018-2019 school year the BOE shall pay seventy-five percent (75%) of such costs, equaling \$361,729.00, and the Township shall pay twenty-five percent of such costs, equaling \$120,576.00
 - b. The Special II's shall be paid at an hourly rate of \$27.00 (which amount includes all expenses for staffing and equipment), for a total of forty-four (44) hours per day, effective July 1. Total Special II costs shall therefore equal \$232,757.00 The BOE shall pay seventy-five percent (75%) of such costs, equaling \$174,568.00, and the Township shall pay twenty-five percent of such costs, equaling \$58,189.00
 - It is expressly understood that all Special II's incorporated into this Agreement shall be part-time special officers, not entitled to benefits, and that the BOE shall not have any obligation to make payment toward any expense for these officers other than the BOE's share of the hourly rate as set forth herein.
 - c. During all years of the first Extension to this Agreement, the Board's 50% contribution to any start-up costs shall not exceed ten thousand dollars (\$10,000.00) in any year. Any and all such start-up costs shall be billed separately by the Township to the BOE.
 - d. Based upon the above components, excluding item c, the total BOE cost of the services to be provided during 2018-2019, the BOE total costs shall not exceed \$546,298.00
- If the individual officer placed in any of the positions set forth herein has actual salary and related costs, or hourly rates in the case of Special II's and/or Special I's, that are less than those set forth above, the BOE shall pay such lesser amounts to the Township.

The BOE shall make payment to the Township on a quarterly basis which shall be made on or before the first day of each quarter, that being September 1, December 1, March 1 and June 1, throughout the term of this contract based on the rates indicated above with any adjustments as may be required by "CBA", contract or otherwise.

Cost of Services, effective as of July 1, 2019: the base amount (based on the actual salaries of the SRO's to be placed) shall consist of the following components:

- a. SRO's 1, 2 and 3, \$495,980.00 (which amount is inclusive of salary, benefits and all other costs for the three SRO's). Effective for the 2019-2020 school year, the BOE shall pay seventy-five percent (75%) of such costs, equaling \$371,985.00, and the Township shall pay twenty-five percent of such costs, equaling \$123,995.00.

- b. The Special II's shall be paid at an hourly rate of \$28.00 (which amount includes all expenses for staffing and equipment), for a total of forty-four (44) hours per day, effective July 1, 2019. Total Special II costs shall therefore equal \$241,377.00. The BOE shall pay seventy-five percent (75%) of such costs, equaling \$181,033.00, and the Township shall pay twenty-five percent of such costs, equaling \$60,344.00.
 - It is expressly understood that all Special II's incorporated into this Agreement shall be part-time special officers, not entitled to benefits, and that the BOE shall not have any obligation to make payment toward any expense for these officers other than the BOE's share of the hourly rate as set forth herein.
- c. During all years of the first Extension to this Agreement, the Board's 50% contribution to any start-up costs shall not exceed ten thousand dollars (\$10,000.00) in any year. Any and all such start-up costs shall be billed separately by the Township to the BOE.
- d. Based upon the above components, excluding item c, the total BOE cost of the services to be provided during 2019-2020, the BOE total costs shall not exceed \$563,018.00.
 - If the individual officer placed in any of the positions set forth herein has actual salary and related costs, or hourly rates in the case of Special II's and/or Special I's, that are less than those set forth above, the BOE shall pay such lesser amounts to the Township.

The BOE shall make payment to the Township on a quarterly basis which shall be made on or before the first day of each quarter, that being September 1, December 1, March 1 and June 1, throughout the term of this contract based on the rates indicated above with any adjustments as may be required by "CBA", contract or otherwise.

Duration of First Extension to Contract:

1. This Agreement originally commenced on the first day of April 1, 2012, with regard to the SRO assigned to Old Bridge High School.
2. The provisions regarding the two (2) additional SRO's and police presence commenced on March 1, 2013 and the initial term of the agreement terminated on June 30, 2014, subject to the parties' ability to extend and modify this agreement as set forth herein.
3. The provisions regarding the Special II's commenced on or before September 1, 2013 as set forth above, and terminated on June 30, 2014, subject to the parties' ability to extend and modify this agreement as set forth herein.
4. This first extension to the ~~The first amendment to this~~ Agreement shall take effect as soon as practicable after the parties' mutual execution of this document, and shall remain in effect for a period of three (3) years, through June 30, 2020+7.
5. This contract will supersede any and all existing "High School Resource Officer Shared Service" contracts.

Modification:

This Agreement may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

Disputes:

Pursuant to N.J.S.A. 40:8A-6(b), the parties agree that any disputes which may arise between them relating to the services to be provided under this Agreement shall be referred to binding arbitration, if the parties are not able to resolve such disputes between themselves. The parties agree to split the costs related to such binding arbitration equally between them.

Indemnification; Hold Harmless:

The BOE shall indemnify and hold the Township, its officers, employees and agents, harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the BOE, so long as the actions upon which the demand or claim, or assertion of liability, are founded were performed in the course of carrying out official duties on behalf of the BOE, and were not out of the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or a criminal act.

Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person.

Public Access to this Agreement:

The parties mutually acknowledge and agree that the essence of and reason for this Agreement is the safety and security of public school buildings and school sites. Accordingly, the parties mutually acknowledge that disclosure of the terms of this agreement to the public, other than the costs of same, would jeopardize the safety and security of school buildings, school personnel and school property, and the parties therefore covenant that this Agreement shall not be disclosed to the public. Specifically, the parties shall rely upon the exception to public accessibility found in the New Jersey Open Public Records Act at N.J.S.A. 47:1A-1.1, ¶¶ 13, 19 and 20.

Choice of Law:

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and venued in Middlesex County.

Entire Agreement:

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

Severability:

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

Waiver:

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

ATTEST:



Stella Ward, Deputy Township Clerk
8-7-2017

OLD BRIDGE TOWNSHIP

By: 


Owen Henry, Mayor

ATTEST:



Joseph J. Marra, School Business
Administrator / Board Secretary

OLD BRIDGE BOARD OF EDUCATION

By: 

David C. Cittadino,
Superintendent of Schools