

**INTERLOCAL AGREEMENT**

Between

**EGG HARBOR CITY and**

**THE EGG HARBOR CITY PUBLIC SCHOOL DISTRICT**

This Agreement is made on the 12<sup>th</sup> day of Sept, 2018 between **Egg Harbor City**, a municipal corporation of the State of New Jersey having its principal offices located at 500 London Avenue, Egg Harbor City, New Jersey, 08215, hereinafter referred to as the "**CITY**"; and

The **Egg Harbor City Public School District**, a municipal corporation of the State of New Jersey, having its principal office located at 730 Havana Avenue, Egg Harbor City, New Jersey, 08215, hereinafter referred to as the "**SCHOOL DISTRICT**"; and

collectively Egg Harbor City and the Egg Harbor City Public School District are referred to as "**the parties**".

**WHEREAS**, Egg Harbor City and the Egg Harbor City Public School District each serve the residents and taxpayers of this community; and

**WHEREAS**, the Egg Harbor City Public School District and Egg Harbor City have discussed the need for and the feasibility of placing Class III Police Officers in selected schools on a part-time basis;

And **WHEREAS**, both parties recognize the potential benefits of such a program to the citizens of the City and to the students, staff, and parents of students in the School District; and

**WHEREAS**, it is in the best interest of the City and the School District to establish this program,

**NOW, THEREFORE, BE IT AGREED** that the City shall supply one or more Class III Officers to the School District to be assigned to the schools upon the following terms and conditions:

**1. ASSIGNMENT OF OFFICERS**

The School District and the CITY have agreed to assign one or more Class III Officers to both public schools in the city that are controlled by the School District.

**2. SELECTION OF OFFICERS**

The officers shall be recommended for hire by the City's Officer in Charge after consulting with officials from the School District. The selected officers shall be assigned to the School District.

**3. CLASS III OFFICERS ARE PART TIME EMPLOYEES OF THE CITY**

Although the officers shall be assigned to the schools on a part-time basis, the Class III Officers shall be a part-time employee of the Egg Harbor City Police Department and shall be subject to the rules and regulations of the Police Department and the City.

**4. SCHEDULE OF OFFICERS**

The Class III Officers are part-time employees of the City. The Class III Officers shall be available for assignment during the school year, including any orientations, in-service days, or other days as may be desired by the School District.

**5. DUTIES AND RESPONSIBILITIES OF THE OFFICERS**

The Class III Officers shall be under the ultimate authority and control of the Egg Harbor City Police Department, however, the duties and responsibilities of the officers shall be implemented in collaboration with the Building Principals and shall include foot and / or vehicle patrols (of school buildings, parking lots and grounds), proving positive public relations contacts (with students, faculty and staff), and response to general service calls (all police/fire/medical emergencies and traffic related issues) on school grounds.

**6. UNIFORMS, EQUIPMENT, AND TRAINING**

- a. The officers shall wear uniforms while on duty unless otherwise directed by the Officer in Charge or the School District.
- b. The officers shall pass weapons and general police training as required for police officers and as directed by the Officer in Charge. This includes recertification and any training as directed by the Officer in Charge.
- c. The City shall supply a vehicle for the officers for transport to the School District location and between DISTRICT locations. The officer shall not have "take home" vehicles.

**7. FUNDING OF PROGRAM**

The funding of the program shall be as follows:

- a. Funds are appropriated in the general funds of the School Budget for two part-time officers for various hours during the week. The estimated cost of an officer's time is \$25.00 per hour plus any applicable employer taxes. Payment shall be made to the City by the School District in a mutually agreeable schedule.
- b. The City shall supply a police vehicle for transport as stated within. The School District shall pay for fuel based on a mutually agreeable cost per mile and routine maintenance as documented by the City.
- c. The School District shall pay a one-time initial cost for uniforms and equipment for each new hire at a rate of approximately \$4,500 per officer. The City will document actual costs to be reimbursed.
- d. The School District shall be responsible for reimbursing the City for any associated financial costs related to the officer, which may include hiring expenses and unemployment costs.

#### 8. TERM OF THIS AGREEMENT

This INTERLOCAL SERVICES AGREEMENT, between the City and the School District shall be effective September 1, 2018 and shall remain in effect until June 30, 2019. This Agreement may be revoked prior to its expiration by either the School District or the CITY upon thirty days notice.

#### 9. INSURANCE

Both parties agree to obtain the following insurance coverage which shall include:

\$1,000,000.00 Comprehensive General Liability coverage for bodily injury and property damage liability and personal injury liability each occurrence/\$2,000,000 general aggregate..

\$1,000,000.00 Automobile Liability bodily injury and property damage including hired and non-owned automobile coverage \$1,000,000 each occurrence.

As it pertains to the City of Egg Harbor \$1,000,000.00 per occurrence Law Enforcement Liability for bodily injury and property damage.

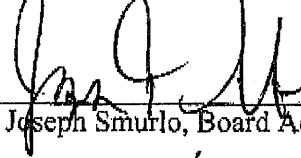
Workers Compensation: Statutory benefits applicable to New Jersey  
Employers Liability Limit: \$1,000,000


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**ATTEST:**

**EGG HARBOR CITY**

**BOARD OF EDUCATION**

  
Joseph Smurlo, Board Administrator

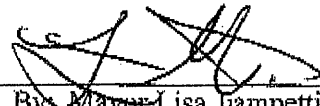
  
By: Board President

Dated: 10-11-2018

**ATTEST:**

**EGG HARBOR CITY**

  
Meg Steeb, City Clerk

  
By: Mayor Lisa Jampetti

Dated: 10-11-2018

*Authorized at a Council Meeting  
held on Aug. 23<sup>rd</sup> 2018*