



Township of Montclair 205 Claremont Avenue Montclair, NJ 07042 tel: 973-509-4902 fax: 973-509-0874

Juliet G. Lee  
Deputy Municipal Clerk  
jlee@montclairnjusa.org



October 1, 2018

Timothy Cunningham, Director  
Department of Community Affairs  
Division of Local Government Services  
CN 803 101 South Broad Street  
Trenton, New Jersey 08625

Dear Mr. Cunningham:

Enclosed please find a certified copy of R-18-200 authorizing a Shared Services Agreement with the Montclair Board of Education to provide for School Resource Officers for the 2018-2019 school year. I have also attached a copy of the Shared Services Agreement for your files.

Should you need further information, please utilize my contact information above.

Very truly yours,

Juliet G. Lee  
Deputy Municipal Clerk

Enc.

R-18-200

OCT 16 2018

**TOWNSHIP OF MONTCLAIR**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE MONTCLAIR BOARD OF EDUCATION TO PROVIDE FOR SCHOOL RESOURCE OFFICERS FOR THE 2018-2019 SCHOOL YEAR**

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August 7, 2018

**WHEREAS**, there are police officers specifically trained in educating, counseling, and protecting the public in an educational setting within the Township of Montclair Police Department known as School Resource Officers (SROs); and

**WHEREAS**, the Township of Montclair ("Township") and the Montclair Board of Education ("MBOE") are partners in providing for School Resource Officers (SROs), and acknowledge that these officers have been a constructive and valuable presence in the schools; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (the "Act") permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

**WHEREAS**, the Township of Montclair and the Montclair Board of Education are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey Law to enter into a Shared Services Agreement pursuant to the Act; and

**WHEREAS**, the Township Council of the Township of Montclair supports the SRO program in the Montclair Public Schools and endorses this sharing of services between the Township and the MBOE; now therefore


**BE IT RESOLVED** by the Mayor and Township Council of the Township of Montclair as follows:

1. The Manager and Township Clerk are hereby authorized to execute a Shared Services Agreement, in substantially the form attached hereto;
2. The Shared Services Agreement shall be available for public inspection in the Clerk's Office
3. The Shared Service Agreement shall take effect upon the adoption of this resolution and execution of the Agreement by both parties.

4. A copy of the executed Shared Services Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

RECORD OF COUNCIL VOTE											
	YES	NO	ABS	N.V.	AB		YES	NO	ABS	N.V.	AB
Councilor Baskerville					✓	Councilor Schlager					✓
Councilor Hurlock	✓					Deputy Mayor Spiller	✓				
Councilor McMahon	✓					Mayor Jackson	✓				
Councilor Russo	✓										
X - Indicate Vote    ABS - Abstain    N.V. - Not Voting    AB - Absent											

I HEREBY CERTIFY the foregoing to be a true copy of a Resolution adopted by the Council of the Township of Montclair, in the County of Essex, at its meeting held on August 7, 2018

  
 Linda S. Wanat  
 Clerk of the Township of Montclair, N.J.

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONTCLAIR  
AND THE MONTCLAIR BOARD OF EDUCATION**

THIS SHARED SERVICE AGREEMENT is effective September 1, 2018 until June 30, 2019, between the TOWNSHIP OF MONTCLAIR, a municipal corporation of the State of New Jersey, 205 Claremont Avenue, Montclair, New Jersey 07042, hereinafter referred to as " the Township" and the MONTCLAIR BOARD OF EDUCATION, hereinafter referred to as "the School District" 22 Valley Road, Montclair New Jersey 07042.

**WHEREAS**, the School District desires to contract with the Township for the provision of a School Resource Officer; and

**WHEREAS**, the Township desires to provide a School Resource Officer to the School District for a fee and certain specified conditions; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.* permits local units of this State to enter into a contract with any other local unit for the joint provisions within their combined jurisdictions of any service which any party to the agreement is empowered to render within its jurisdiction; and

**WHEREAS**, the Township and the School District have authorized and approved of this Agreement by resolution duly adopted pursuant to N.J.S.A. 40A:65-5 of the Uniform Shared Services Consolidation Act.

**NOW THEREFORE** in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

1. **Term/Termination.** This agreement shall take effect September 1, 2018 and expire June 30, 2019. Either party shall have the right to immediately terminate this Agreement upon breach by the other party.
2. **Scope of Service:** Township agrees to provide the school district with the services of a police officer during that part of the term herein that is commensurate with the school year (September to June). Said police officer shall act as the (SRO) School Resource Officer (SRO) and perform such duties and have those obligations consistent with the SRO position as established by the Chief of Police of Montclair Township. Although assigned to the school on a full-time basis, the SRO so assigned remains an employee of the municipality and its police department. That officer shall remain subject to all rules and regulations of the police department and shall not be considered an employee of the school district. This position will be in accordance with any applicable requirements set forth by the Township of Montclair Police Department and/or the PBA contract, and/or any amendments or successor contracts thereto, in accordance with the Township's laws and policies.
3. **Fees.** School District shall pay to the Township an annual fee amounting to the salary and benefits for the number of months the School Resource Officer (SRO) is assigned to the school.

4. **Billing and Payments.** The Township will bill the School District the full fee in June. The District shall only be financially responsible for the part of the term herein that is commensurate with the school year (September to June). Payment shall be no later than 30 days thereafter.

5. **Status of Employee.** The SRO shall remain an employee of the Township Police Department throughout the term of this Agreement and shall not be an employee of the School District.

6. **Liability.** The School District agrees to hold the Township, its officers, employees and agents harmless from any and all claims of whatever nature or type arising from the provision of services under this Agreement. The School District shall name the Township as an additional insured on its liability insurance. A Certificate of Insurance naming the Township as an additional insured shall be provided to the Township Business Administrator within thirty (30) days of the execution of this agreement by all parties.


7. **Modification.** This Agreement may not be changed orally and may be modified or amended only by a written agreement signed by both Parties.

8. **Renewal.** Each party shall notify the other in writing sixty (60) days before expiration of this agreement if it desires to continue services and negotiate a new contract for the succeeding year.

**IN WITNESS WHEREOF,** parties of the Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

ATTEST: (Affix Seal)

TOWNSHIP OF MONTCLAIR

  
LINDA S. WANAT  
Township Clerk 9.25.18

  
TIMOTHY F. STAFFORD, ESQ.  
Acting Township Manager 9/25/18

ATTEST: (Affix Seal)

MONTCLAIR BOARD OF EDUCATION

  
EMIDIO D'ANDREA  
Board Secretary

  
LAURA HERTZOG  
President