

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: City of Passaic COUNTY: Passaic

RECIPIENT: Passaic Board of Education COUNTY: Passaic

BRIEF DESCRIPTION OF SERVICE:

18-02-045 AMENDING RESOLUTION AUTHORIZING 2017-2018 SHARED SERVICE AGREEMENT BY AND BETWEEN THE CITY OF PASSAIC AND CITY OF PASSAIC BOARD OF EDUCATION FOR SCHOOL RESOURCE OFFICERS AND SECURITY SERVICES

EFFECTIVE DATE: September 1, 2017

EXPIRATION DATE: June 30, 2018

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT one year.

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.

**CITY OF PASSAIC
RESOLUTION # 18-02-045**

RESOLUTION AUTHORIZING 2017-2018 SHARED SERVICE AGREEMENT BY AND BETWEEN CITY OF PASSAIC AND CITY OF PASSAIC BOARD OF EDUCATION FOR SCHOOL RESOURCE OFFICERS AND SECURITY SERVICES

WHEREAS, the City of Passaic has previously entered into a Shared Services Agreement with the City of Passaic Board of Education to provide the schools within Passaic with School Resource Officers and additional security services pursuant to N.J.S.A. 40A:65-1, et. seq., and

WHEREAS, the City of Passaic and City of Passaic Board of Education wish to enter into a new Shared Services Agreement, a copy of which is attached hereto, for a one (1) year term to cover the 2017-2018 school year; and

WHEREAS, the City of Passaic Board of Education agrees to pay the City of Passaic the amount of \$3,150,000.00 for the cost of the services provided by the City of Passaic under the Shared Service Agreement; and

WHEREAS, the City of Passaic Board of Education will also pass a Resolution authorizing this Shared Service Agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Passaic that City of Passaic is hereby authorized enter into the attached Shared Services Agreement with City of Passaic Board of Education for the provision of School Resource Officers and additional security services in various schools within the City of Passaic; and

BE IT FURTHER RESOLVED that Shared Service Agreement shall commence July 1, 2017 and continue through June 30, 2018; and

BE IT FURTHER RESOLVED that the City of Passaic Board of Education shall pay the City of Passaic the amount of \$3,150,000.00 for the cost of services provided by the City of Passaic under the Shared Service Agreement; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk shall execute the Shared Services Agreement attached hereto and that copies of this Resolution shall be forwarded to City of Passaic Board of Education to commence the Shared Services Agreement; and

BE IT FURTHER RESOLVED that a copy of this Resolution and a copy of the executed Amended Shared Services Agreement shall be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4.

INTRODUCED BY COUNCILPERSON: Daniel Schwartz

SECONDED BY COUNCILPERSON: Thania Melo

Record of Council Vote on Final Passage	Aye	Nay	Abstain	Absent
GARCIA, J.	x			
MELO, T	x			
LOVE, T			x	
MUNK, C.				x
POLANCO, Z.				x
SCHAER, G.	x			
SCHWARTZ, D.	x			

ADOPTED ON: February 6, 2018

Gary S. Schaer
Gary S. Schaer, Council President

Amada Curling
Amada Curling, City Clerk

17-09-258
18-02-045

RECEIVED
SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF PASSAIC AND THE
PASSAIC BOARD OF EDUCATION

2017 DEC 28 P 2:57
AGREEMENT made this 9 day of Feb 2018 by and between THE CITY
CITY CLERK'S OFFICE
OF PASSAIC a Municipal Corporation of the State of New Jersey ("Passaic" or the
"City"), having an office at 330 Passaic Street, Passaic, New Jersey, 07055 and the
PASSAIC BOARD OF EDUCATION, a Public Corporation of the State of New Jersey
("Board"), having an office at 101 Passaic Avenue, Passaic, New Jersey 07055.

WITNESSETH:

WHEREAS, Passaic and Board seek to enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, the Council has adopted a Resolution to authorize this Shared Services Agreement to share the services of the Passaic Police for the school resource officer program and additional security services.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the promises and agreements hereinafter contained and the payments hereinafter provided to be made, the parties agree as follows:

1. Passaic and Board agree that Passaic shall provide fifteen (15) fulltime police officers, two (2) Sergeants and one (1) Lieutenant to serve as the SRO Commander, hereafter referred to as School Resource Officers ("SROs") for the public schools commencing September 1, 2017 until December 31, 2017, and then eighteen (18) fulltime police officers, two (2) Sergeants and one (1) Lieutenant from January 1, 2018 through June 30, 2018, except if an officer is sick or on vacation that position will not be filled since the absence is temporary, up to a maximum of five (5) consecutive days. Passaic agrees to fill the position

of any SRO on an extended sick or personal leave. This requirement may be modified by mutual agreement of the Police Department and the Passaic Superintendent of Schools.

- a. All qualifications for SROs will be discussed and agreed to by the Chief of Police and the Superintendent of Schools or his designee.
2. The work year for SROs will follow that established by the School Board for ten-month employees at those assigned locations as agreed to by the District. The District reserves the right to assign SRO personnel to schools, in consultation with the Lieutenant. The Passaic Police Department will provide at least seven (7) SROs for summer school assignments. Additionally, the Passaic Police Department will make SROs available, as needed, during summer programs.
3. The following shall be a non-exclusive list of the functions and responsibilities of the SROs:
 - a. SROs assigned to all school shall provide a police presence in and around school grounds at the start and dismissal times in accordance with the school calendar.
 - b. SROs assigned to elementary schools shall teach safety and violence prevention curriculum as guest presenters to various grade levels.
 - c. SROs assigned to middle schools may teach one of the following curriculums: (i) DARE; (ii) GREAT (Gang Resistance Education and Training); (iii) Law related education; or (iv) a combination of the first three programs. The Law related education program may include but not limited to topics such as (i) the justification for rules and law; (ii) the consequences of crime; (iii) juvenile and adult criminal justice systems; (iv) career opportunities in law enforcement; (v) substance abuse prevention; and (vi) crime and fire prevention.

- d. SROs assigned to high schools may instruct specialized short-term programs by invitation of the principal or a member of the faculty.
- e. Any exceptions to the instructional responsibilities outlined herein must be mutually agreed upon by the Superintendent of Schools, the applicable school principals and an authorized representative of the Police Department.
- f. SROs shall be responsible for the following additional duties:
 - i. Encouraging individual and small group discussion with students, faculty, and parents about matters related to law enforcement.
 - ii. Making referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.
 - iii. Informing principals, as soon as practicable, about law enforcement activity undertaken on school grounds, as allowed by the State law.
 - iv. Assisting other law enforcement officers in matters relating to the SROs school assignments.
 - v. Completing student and program records requested by the School Board.
 - vi. The SRO shall maintain records regarding addresses and incidents of crime at each school, submitting said statistical data to the Assistant Superintendent on a monthly basis..
- g. Each SRO will reaffirm his or her role as a law enforcement officer by wearing their uniform, unless doing so would be inappropriate for scheduled school activities. The uniform will also be worn at school events, where it

will enhance the image of the officer and his or her ability to perform applicable duties.

- h. SROs are under the direct supervision and control of the Passaic Police Department. They remain employees of the Passaic Police Department and are responsive to the Passaic Police Department's chain of command. SROs will coordinate their activities with the principals and other appropriate staff members of their assigned schools. They will seek permission, advice, and guidance prior to enacting any programs within the schools. If any issue arises concerning any of the SROs, the District reserves the right to request the removal and/or transfer of said SRP to rectify said issue to the satisfaction of the District.
- i. SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. Nothing herein is intended to preclude the officer from being available in areas where interaction with students is expected.
- j. SROs are not school disciplinarians. If the principal of a school believes that a violation of law has taken place relating to a school, he or she shall contact the SRO assigned to that school, who shall assess the situation and take whatever action he or she deems appropriate.
- k. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, Passaic Police Department personnel shall abide by applicable State law and Passaic Police Department policy and procedure and the 2015 State memorandum of agreement between educators and law enforcement officials. School Board personnel shall cooperate with those efforts.

1. Principals shall inform and update SROs about situations arising on campus that may involve criminal activity. Both SRO's and educators agree to follow the 2015 State memorandum of agreement between educators and law enforcement officials.
- m. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Passaic Police Department.
4. Passaic and the Board agree that Passaic shall provide police coverage before and after school at all of the district schools. The police officers assigned to the schools set forth above shall be present from 7:30 a.m. to 8:30 a.m., and 2:45 p.m. to 3:45 p.m., Monday through Friday from September 1, 2017 through June 30, 2018, except for school holidays, or school closing days (i.e.: snow days, etc.) in accordance with the school calendar. These times may need to be modified due to any changes in schools' schedules. Any additional police coverage for after school or weekend events needs to be discussed with a District Administrator and consideration must be given to compensation to the City of Passaic for these aforementioned assignments.
5. The parties can renew the agreement upon notice 30 days prior to the expiration of the agreement. The rate shall be negotiated at renewal of the agreement. Either party can cancel this agreement upon 30 days written notice to the other party.
6. The Board shall pay the City Three Million One Hundred and Fifty Thousand Dollars (\$3,150,000.00) for the services rendered by the police as school resource officers, including before and after school. Payments for these services shall be made upon receipt of quarterly invoices from the City. If the Board shall request and/or agree to any additional training for SROs, the cost shall not exceed Two Hundred Dollars (\$200.00) per SRO.

7. Passaic shall provide police officers with all compensation and benefits for their services to the Board of Education.

8. The parties agree that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the City for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the parties in connection with the parties responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.

9. The parties shall keep the work under its control and shall not assign, transfer, sublet, or otherwise dispose of this agreement or any right to responsibility hereunder, without previous consent in writing by Passaic and Board. The Parties shall not assign, in any way, the monies due or to become due under this Agreement, unless by and with the like consent of Passaic and Board. Consent by Passaic and Board of an assignment of this Agreement shall not, in any way, release the parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

10. The City of Passaic and Board of Education shall indemnify and hold harmless each other and all representatives thereof from and against any and all claims, damages, losses and expenses to the extent caused by the parties negligent acts, errors, intentional acts or omissions in the performance of their services under this Agreement.

11. The police officers shall perform their work in a professional manner.

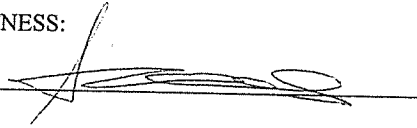
12. The City of Passaic shall provide the Passaic Board of Education with an Errors and Omissions and/or Malpractice Insurance policy with limits of liability acceptable to the Passaic Board of Education covering the terms of the within Agreement simultaneously with the signing of the within Agreement.

13. The City of Passaic and the Passaic Board of Education agree that no later than May of each year following the approval of this agreement that the terms of the agreement for the next school year shall be confirmed by the parties to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

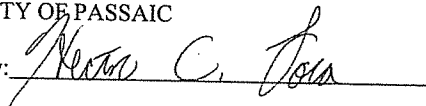
WITNESS:

By: _____



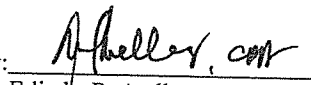
CITY OF PASSAIC

By: _____



WITNESS:

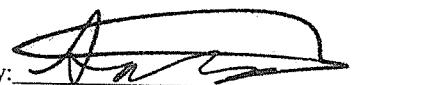
By: _____



Erlinda R. Arellano
School Business Administrator
Board Secretary

PASSAIC BOARD OF EDUCATION

By: _____



Salim Patel, President