

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: BOROUGH OF TENAFLY COUNTY: BERGEN

RECIPIENT: TENAFLY BOARD OF EDUCATION COUNTY: BERGEN

BRIEF DESCRIPTION OF SERVICE:

A Borough police officer serves as the School Resource Officer during the school year for the Tenafly Board of Education. The original agreement was adopted for the period of September 2014 - June 2017. This is an addendum, which extends the shared service for the 2017-2018 school year.

EFFECTIVE DATE: September 1, 2017

EXPIRATION DATE: June 30, 2018

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$66,724.00

Please submit this cover sheet with shared service agreement either via email to EGC@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.

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION #R17-318

OFFERED BY: _____ C. Zinna _____

SECONDED BY: _____ C. Park _____

At a Regular Meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on September 12, 2017.

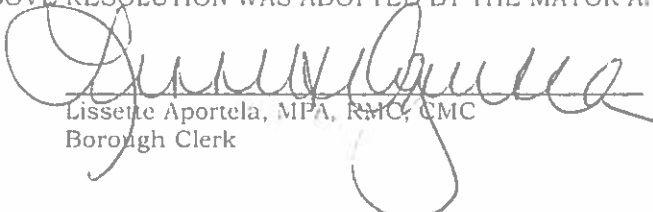
WHEREAS, Mayor and Council authorized the execution of an Agreement with the Tenafly Board of Education for the services of a school resource officer for a period from September 1, 2014 through June 30, 2017 as per the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., via Resolution #14-299 on September 9, 2014; and

WHEREAS, the Board and Borough have agreed to extend said Agreement for an additional year in order to have a school resource officer for the 2017-2018 school year.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Tenafly that it does hereby authorize the Mayor and Borough Clerk to execute an Addendum with the Tenafly Board of Education for the services of a school resource officer for a period from September 1, 2017 through June 30, 2018.

	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
BARZELATTO	√				PARK	√			
BASCH	√				STEFANOWICZ	√			
HAIDER				√	ZINNA	√			

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON September 12, 2017


Lissette Aportela, MPA, RMC, CMC
Borough Clerk

**SHARED SERVICES AGREEMENT
SCHOOL RESOURCE OFFICER
ADDENDUM
SCHOOL YEAR 2017-2018**

To contract dated September 1, 2014 between the Borough of Tenafly (hereinafter the "Borough") having offices located at 100 Riveredge Road, Tenafly, NJ 07670 and the Board of Education of the Borough of Tenafly (hereinafter the "Board"), having offices located at 500 Tenafly Road, Tenafly, NJ 07670. The parties hereby agree that this is a renewal of the Shared Services Agreement (hereinafter the "Agreement"), and agree to renew the agreement as amended. The terms and conditions of which will remain the same except as set forth below.

A. DURATION OF ADDENDUM

This addendum begins on September 1, 2017 and ends on June 30, 2018.

B. COSTS

The Board shall be responsible for 50% of assigned officer's annual salary. The amount agreed upon is Sixty-Six Thousand, Seven Hundred Twenty-Four Dollars and No Cents (\$66,724.00).

The Board shall remit payment within 45 days of Borough's request for said payment.

C. MEETINGS

The Borough and Board agree to meet bi-monthly (once every two months) to receive progress reports for the purpose of renewal per mutual agreement and if mutually approved in order to identify and select a replacement SRO officer with three to four years of experience for the 2018-2019 and 2019-2020 school years at scheduled Joint Use Meetings. The progress reports will be given by the Tenafly Chief of Police at said meetings.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:

BOARD OF EDUCATION OF THE
BOROUGH OF TENAFLY



YAS USAMI, Board Secretary



LYNNE W. STEWART, Board President

ATTEST:

BOROUGH OF TENAFLY



LISSETTE APORTELA, Borough Clerk



PETER RUSTIN, Mayor



Office of Business Administrator/
Board Secretary

500 Tenafly Road, Tenafly, NJ 07670
Tel: 201-816-4505 – Fax: 201-569-3711

August 30, 2017

A motion was made by Ms. Sherri Rothstein and seconded by Mr. Mark Aronson to approve Resolution F-14.

RESOLUTION F-14 APPROVAL OF ADDENDUM TO SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF TENAFLY AND THE TENAFLY BOARD OF EDUCATION FOR A SCHOOL RESOURCE OFFICER

BE IT RESOLVED that the Tenafly Board of Education approves an addendum to the 2014-2017 school years shared service agreement with the Borough of Tenafly for a School Resource Officer for the 2017-2018 school year.

Roll Call Vote:

Yes - 9	Mark Aronson	No -	0
	Natalie Barbanel		
	Sam A. Bruno	Abstain -	0
	Janet I. Horan		
	Sherri Rothstein	Absent -	0
	Edward J. Salaski		
	Jocelyn Schwarz		
	Eileen D. Pleva		
	Lynne W. Stewart		

Certified to be a true copy of a motion passed by the Tenafly Board of Education, excerpted from the official Board minutes, on August 29, 2017.

Mr. Yas Usami
Business Administrator/Board Secretary

**SHARED SERVICES AGREEMENT
SCHOOL RESOURCE OFFICER
ADDENDUM
SCHOOL YEAR 2017-2018**

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IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:

BOARD OF EDUCATION OF THE
BOROUGH OF TENAFLY



YAS USAMI, Board Secretary




LYNNE W. STEWART, Board President

ATTEST:

BOROUGH OF TENAFLY



LISSETTE APORTELA, Borough Clerk



PETER RUSTIN, Mayor

**SHARED SERVICES AGREEMENT
SCHOOL RESOURCE OFFICER**

THIS AGREEMENT made as of this 1st day of September, in the year Two Thousand and Fourteen, by and between the Borough of Tenafly (hereinafter the "Borough"), having offices located at 100 Riveredge Road, Tenafly, NJ 07670 and the Board of Education of the Borough of Tenafly (hereinafter the "Board"), having offices located at 500 Tenafly Road, Tenafly, NJ 07670; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any service which the parties to an agreement are empowered to render within its own jurisdiction, including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, the Board is desirous of employing the services of a police officer employed by the Borough to serve as a full-time police officer/school resource officer for Tenafly High School (hereinafter the "High School"); and

WHEREAS, the Borough is willing to assign a police officer to serve as a school resource officer at the High School;

* * * *

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the parties that during the term of this Agreement the Borough will assign a police officer from the Tenafly Police Department who will serve as a School Resource Officer (hereinafter "SRO") to provide certain law enforcement services in the public schools of the Borough of Tenafly, New Jersey as follows:

A. GOALS AND SCOPE OF DUTIES.

1. The SRO will work closely with the principal and designated staff of the High School when dealing with a multitude of student matters needing their assistance and will assist school officials enforcing Board policies and procedures.

2. The SRO will attempt to prevent and control juvenile delinquency through a variety of investigative techniques and methods. The SRO will abide by the Tenafly Police Department's Juvenile Offender policy that promotes exercising reasonable discretion in deciding appropriate action when dealing with juveniles in an enforcement capacity. Furthermore, the policy encourages using "the least coercive and most reasonable alternative to custody" (i.e., informal counseling, referral to an appropriate community social service agency, limited custody and station house adjustments).

3. The SRO's presence will serve as a deterrent to violent and/or criminal activity in the middle and high schools. The SRO will provide first line security response in the school

he/she is stationed in when the need arises, and will serve as the school security liaison between the police department and the Board on security issues. The SRO will coordinate with school staff to perform mandated security drills (i.e., evacuation drills, shelter-in-places and lockdowns).

4. In conjunction with appropriate school personnel, the SRO will provide substance abuse awareness information along with referrals to available treatment programs and services.

5. In conjunction with appropriate school personnel, the SRO will provide students with law-related information and education on a multitude of areas with a focus on some of the more common laws that may affect the lives of students (i.e., drug possession and use, assaults, thefts, sex crimes, vandalism, bullying, cyber bulling, DWI, provisional driver's licenses and a long list of other motor vehicle laws).

6. In conjunction with appropriate school personnel, the SRO will provide students with insight into the law enforcement function, and will educate them about citizen rights, obligations and responsibilities.

7. In conjunction with appropriate school personnel, the SRO will make presentations to parent groups on a variety of topics but not limited to chemical awareness (drug use), provisional driving rules, cyber bullying, underage alcohol consumption at home, concerning behavior, date rape, or any new matter or issue that the BOE or the police department feels the need to educate parents about.

8. The SRO will attempt to foster positive relations between students and law enforcement personnel. Working cooperatively with support staff, the SRO will serve as a sounding board for student issues and will provide conflict resolution options, give guidance, counsel, and mentor students requesting his assistance, and offer it those who are found to be in need of it.

9. The SRO will conduct traffic control duties before and after school.

10. Conduct in-service training programs for the district staff on security.

11. The SRO is not to be used for regularly assigned lunchroom duties or hall monitoring.

12. Upon the request of the Superintendent of Schools, and with the approval of the Chief of Police, the SRO may also attend school functions, such as athletic events, dances, field trips, Parent-Teacher Association meetings, and scheduled Board of Education meetings to provide additional support and visibility.

13. The Chief of Police, in consultation with the Superintendent of Schools, reserves the right to amend the SRO's duties as he sees to be in the best interest of the Tenafly Police Department and Tenafly Public School system.

B. SELECTION, ASSIGNMENT, REPLACEMENT.

1. The position of SRO will be filled by a Tenaflly Police Officer holding the rank of police officer. No supervisory personnel will be permanently assigned to the position.

2. The officer assigned to be the SRO shall have a minimum of 3 years' experience as a police officer. The officer selected to be the SRO must be properly trained and hold the standardized SRO training certificate.

3. Police officers who wish to be considered for the position of SRO must submit a written request to the Chief of Police specifying the reasons they interested in the position and what qualifies them for it.

4. Qualifying officers will be interviewed by BOE officials, but the final selection of the SRO shall be made by the Chief of Police, after consultation with the Superintendent of Schools.

5. The SRO shall be primarily assigned to the Tenaflly High School, but will share time at the middle school and grammar schools if and when the need arises (i.e., presentations, D.A.R.E. instruction, security issues, and assessments, etc.).

6. The SRO will work an eight-hour tour during school hours on school days. When school is on break or holiday and no school related function requires the SRO's presence, the SRO will report for duty at the Tenaflly Police Department according to the schedule established by the police department administration.

7. In the event the principal of the school that the SRO is assigned to determines that the particular SRO is not effectively performing his duties and responsibilities, the principal will state in writing the reason to the Superintendent of Schools. The Superintendent will then meet with the Chief of Police, the principal, and the SRO in order to attempt to resolve the problem. If the Chief of Police decides that the problem cannot be resolved within a reasonable amount of time, the SRO will be reassigned from the program and replaced by another qualified and trained officer.

8. The SRO will be provided a marked police vehicle that will be parked conspicuously at the school that the SRO is assigned to or visiting.

9. If the SRO is going to be absent due to training, illness, meetings, or other law enforcement related reasons, the police department is not obligated to provide a substitute. The SRO's vacations will be taken in conjunction with the schools' breaks unless specifically authorized by the police department's administrative staff.

10. Whenever possible, the SRO and/or the Police Department administrative staff will advise the High School in advance when the SRO is going to be absent.

11. The SRO will report for duty in the uniform authorized by the Tenaflly Police Department's Rules & Regulations, unless otherwise directed by the Chief of Police or his designee.

12. In the event of an emergency occurring elsewhere in the Borough of Tenafly, the County of Bergen, or other location where the Tenafly Police may be providing mutual aid or support, the SRO may be temporarily pulled from his duties as SRO in order to assist with the emergency.

C. LAW ENFORCEMENT -VS- SCHOOL DISCIPLINE.

1. The SRO is a police officer whose primary duty is the enforcement of the laws of the United States, the State of New Jersey, and its various subdivisions. As such, the SRO shall be in charge during all criminal matters. In all non-law enforcement related school emergencies, the school principal is first in charge.

2. The SRO will become familiar with Tenafly Public Schools Student Handbook/Code of Conduct.

3. The SRO shall not act as a school disciplinarian. School principals shall have full responsibility for enforcement of school discipline and school rules and regulations. However, if a member of the Board's administration believes an incident may be a violation of the law, the administrator may contact the assigned officer who shall then determine whether law enforcement action is necessary.

4. School personnel should call 9-1-1 for assistance if the SRO is unavailable when needed in a law enforcement capacity or emergency situation.

D. SRO's REPORTING RESPONSIBILITIES.

1. The SRO shall complete investigative reports in accordance with the Tenafly Police Department's policies and procedures. The reports will be reviewed and approved by the Detective Bureau supervisor. The SRO and authorized school staff will share information consistent with a separate Memorandum of Agreement between the Tenafly Public Schools and the Tenafly Police Department.

2. The SRO will maintain a written record of all programs conducted, classes instructed, etc., a copy of which shall be maintained at the Police Department.

E. PROGRAM ADMINISTRATION – POLICE DEPARTMENT

1. **Chief of Police.** The Chief of Police, or his designee during his absence, shall have final decision-making authority with respect to all matters involving the School Resource Officer Program that effect the Police Department and/or its personnel.

2. **Police Captains.** Police Captains shall provide global management, direction, and advice with respect to the SRO Program in the Tenafly Police Department.

3. **Detective Bureau Supervisor.** The Detective Bureau Supervisor shall: (a) supervise the day-to-day operation of the SRO Program; (b) periodically visit the SRO to determine his/her effectiveness; (c) review and approve reports generated by the SRO; (d) meet with

school officials and staff to determine if the SRO is meeting their expectations; (e) conduct periodic performance evaluations of the SRO; (f) coordinate training for the SRO; and (g) provide periodic progress reports to the police administrative staff about the program.

F. PROGRAM ADMINISTRATION – BOARD OF EDUCATION.

1. **Superintendent of Schools.** The Superintendent will oversee the SRO Program in conjunction with the Chief of Police, and will meet with school officials and staff on a regular basis to determine if the SRO Program is meeting their expectations.

2. **Principals.** The principal of the school to which the SRO is assigned shall: (a) subject to any contrary directives from the Chief of Police, supervise and direct the day-to-day operations of the SRO Program in the school; (b) conduct periodic performance evaluations of the SRO; (c) coordinate and participate in workshops conducted by the SRO; and (d) provide periodic written progress reports to the Superintendent about the SRO program.

3. **Board of Education.** The Board will make all reasonable efforts to supply the SRO with an office and phone line to ensure officer accessibility and confidentiality. The Board will provide the SRO with a two-way radio to communicate with school staff and officials

G. GUIDELINES FOR THE SRO PROGRAM

1. **Confidential School Records.** The use of confidential school records by the SRO shall be prohibited except under regulated conditions. When the SRO finds it necessary to utilize any school record, it shall be done only with the principal's approval or their (his/her) designee. The social records of a child and his family, which include personal histories, clinical evaluations, agency reports, and other relevant private details, fall into the same category as do Juvenile Court Records and should be restricted to authorized persons only.

2. **Professional Development and Training.** The Police Department and the school system shall work collaboratively to provide necessary ongoing training for the School Resource Officer. Each SRO is expected to complete a 40-hour training program provided by the NJASRO prior to assuming the post. The department must provide the SRO with annual NJ State Attorney General mandated training. Non-mandated training will be provided for the SRO as deemed necessary by the police department.

3. **Weapons.** While on-duty the SRO shall carry his/her duty weapon as required by law and as authorized by the Chief of Police. The weapon may be carried either: (1) openly, in those circumstances when an armed presence may provide a useful deterrent; or (2) concealed, in circumstances where the SRO may wish to interact informally with students, parents or faculty.

4. **Searches.** The SRO shall not be routinely requested to participate in student searches conducted by school officials. A law enforcement officer must have probable cause in order to justify a search, and is usually also required to first obtain a search warrant. School officials may search a student based upon reasonable suspicion. Requiring the assigned officer to conduct or participate in all student searches would invalidate searches conducted by school

officials based on the lesser standard of reasonable suspicion. However, officers may conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

5. **Costs.** The Board shall be responsible for the following costs of the assigned officer's annual salary and benefits in accordance with this Agreement:

Beginning September 1, 2014 and ending June 30, 2015	\$40,000
Beginning September 1, 2015 and ending June 30, 2016	\$57,031
Beginning September 1, 2016 and ending June 30, 2017	\$60,984

The Board shall remit payment within 45 days of Borough's request for the same.

6. **SRO is a Borough Employee.** Although assigned to the High School on a full-time basis, the SRO remains an employee of the Borough and under the sole and exclusive jurisdiction of the Borough's Police Department. The SRO shall remain subject to all rules and regulations of the Tenafly Police Department and shall not be considered an employee of the school district. The SRO will act under the authority granted to him/her by the New Jersey Constitution, New Jersey Statutes, the New Jersey Attorney General Guidelines, local law and policy set forth by the Tenafly Police Department. In addition, the SRO shall remain subject to the Board's policies and regulations at all times while on Board property, provided that the same do not conflict with any other laws or regulations to which the SRO may be subject as a law enforcement officer.

7. **Communication.** The Superintendent and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program. The school shall also designate an administrator to act as a liaison with the assigned officer.

H. INDEMNIFICATION AND INSURANCE.

1. The Borough assumes all liability for, and agrees to indemnify and hold the Board and its agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Borough, its agents, servants or employees related to the performance of the Borough's obligations under the terms of this Agreement.

2. The Board assumes all liability for, and agrees to indemnify and hold the Borough and its agents, servants, employees, harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement.

3. The parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each party, throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured.

I. MISCELLANEOUS.

1. **Cancellation and Renewal.** The duration of this Agreement shall commence upon the date that this Agreement is ratified by the governing bodies of each party by way of official resolution, motion, or ordinance, and shall end on June 30, 2017, unless terminated sooner as hereinafter provided:

- (a) The Board may terminate this Agreement on June 30 of each year of this Agreement provided they have provided the Borough with ninety (90) days' written notice in advance of any proposed termination of this Agreement.
- (b) The Board may terminate this Agreement upon thirty (30) days' written notice if the Borough: (1) persistently or repeatedly refuses or fails to perform the services required under this Agreement; (2) disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or (3) otherwise commits a breach of this Agreement.
- (c) The Borough may terminate this Agreement upon thirty (30) days' written notice if the Board: (1) persistently or repeatedly fails to make payments in accordance with this Agreement (subject to the limitations set forth in Paragraph 5 of this Agreement); or (2) otherwise commits a breach of this Agreement.

2. **Merger.** This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract between the parties.

3. **Modification.** This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

4. **Waiver.** No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

5. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6. **Notice.** All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address:

- (a) **To the Board:** Mr. Yas Usami, Business Administrator/Board Secretary, Tenafly Board of Education, 500 Tenafly Road, New Jersey 07670.

(b) **To the Borough:** Lissette Aportela-Hernandez, Borough Clerk, Borough of Tenafly, 100 Riveredge Road, Tenafly, New Jersey 07670.

7. **Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

8. **Assignment.** No party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

9. **Section Headings.** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

11. **Public Inspection.** A copy of this Agreement shall be available for public inspection at the offices of both parties immediately after passage of a resolution to become a party to the Agreement in accordance with N.J.S.A. 40A:65-5(b).

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

WITNESS:



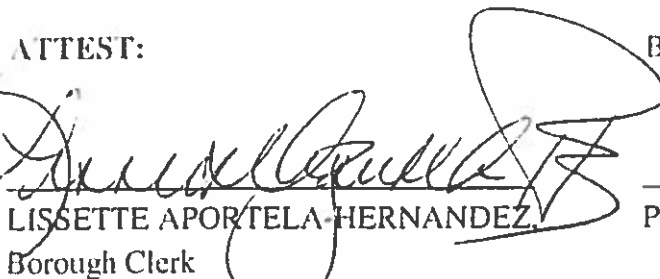
YAS USAMI, Board Secretary

BOARD OF EDUCATION OF THE
BOROUGH OF TENAFLY



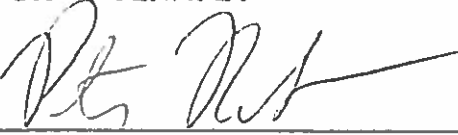
EDWARD J. SALASKI, Board President

ATTEST:



LISSETTE APORTELA-HERNANDEZ,
Borough Clerk

BOROUGH OF TENAFLY



PETER RUSTIN, Mayor