

RESOLUTION NO. 66-13

AUTHORIZING EXECUTION OF A SHARED- SERVICES
AGREEMENT BETWEEN THE TOWNSHIP OF VOORHEES AND
THE VOORHEES TOWNSHIP PUBLIC SCHOOLS

WHEREAS, the Township of Voorhees ("Township") desires to enter into a Shared-Services Agreement ("Agreement") with the Voorhees Township Public Schools (VTPS) whereby the parties would agree to enter into an agreement that offers law enforcement agencies the opportunity to perform community policing in and around school entities within its jurisdiction; and

WHEREAS, the Township and VTPS remain dedicated to providing a safe and secure environment in the Voorhees Township Local School District and the surrounding area; and

WHEREAS, through the combined efforts of VTPS and the Voorhees Township Police Department, students will receive a quality education in a safe and secure environment; and

WHEREAS, the parties hereto are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an Agreement to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general government administration, such as shared services and the like; NOW,

THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Voorhees as follows:

1. The Mayor and/or Deputy Mayor are hereby authorized to execute a Shared-Services Agreement ("Agreement") with the Voorhees Township Public Schools (VTPS) in a form to be attached hereto and made a part hereof as Exhibit "A".
2. The Shared-Services Agreement shall be placed on file in the office of the Voorhees Township Municipal Clerk and made available for public inspection upon execution.
3. The terms and provisions of the Shared-Services Agreement shall take effect upon execution of the Agreement by all parties.

DATED: FEBRUARY 11, 2013 MOTION: MR. FRIEDMAN

AYES: 3 SECOND: MRS. AYES

NAYS: 0 APPROVED: Michael Mignogna
Michael Mignogna, Mayor

ABSENT: 2 MR. PLATT, MR. DiNATALE

I, Jeanette Schelberg, Voorhees Township Clerk, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Mayor and Township Committee at their meeting of February 11, 2013, held in the Municipal Building, 2400 Voorhees Town Center, Voorhees, NJ.

Jeanette Schelberg
Jeanette Schelberg, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 30~~th~~ day of JANUARY, 2013 in the Township of Voorhees, County of Camden, and State of New Jersey, between the VOORHEES TOWNSHIP PUBLIC SCHOOLS ("VTPS"), with its Administrative office located at 329 Rt. 73, Voorhees, New Jersey 08043, and the TOWNSHIP OF VOORHEES, a Municipal Corporation of the State of New Jersey, with its offices located at 2400 Voorhees Town Center, Voorhees, New Jersey 08043 ("Township");

WHEREAS, the parties hereto are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an Agreement to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general government administration, such as shared services and the like; and

WHEREAS, the Township and VTPS remain dedicated to providing a safe and secure environment for the four grade schools, Osage, Hamilton, Kresson, Signal Hill and the Voorhees Middle School, and the surrounding area; and

WHEREAS, through the combined efforts of VTPS and the Voorhees Township Police Department, students will continue to receive a quality education in a safe and secure environment; and

WHEREAS, the parties hereto desire to establish goals and objectives, including, but not limited to:

- a. Providing on-site security;
- b. Building respect for law enforcement among students;
- c. Reducing school violence and other crimes;
- d. Providing a direct link to law enforcement;
- e. Improving the responsiveness of the Voorhees Police Department based on community feedback;
- f. Improving school and community relations by addressing the concerns of the surrounding community that are caused by the school and its students.

W I T N E S S E T H:

1. ROLES AND RESPONSIBILITIES:

A. VOORHEES TOWNSHIP:

The Township shall supply VTPS with a maximum of 8 hours of on-site security (class II officers or other full time police officers as assigned) at the Voorhees Middle School on all regularly scheduled school days, when the children are present and a maximum of 4 hours per day at each of the four grade schools, Osage, Hamilton, Kresson, Signal Hill on all regularly scheduled school days, when the children are present, for a maximum of 24 billable hours per day.

All requests for hours above the listed 120 hours per week must be submitted by the VTPS, in writing, prior to the assignment of officers. The Chief of Police will determine if the request can be met and will assign officers accordingly. All officers shall be assigned by, and operate under the direction of, the Voorhees Township Chief of Police and the chain of command established herein.

None of the 120 hours per week, designated for school security patrol, can be used for any after school assignments that are normally covered by officers working at the agreed upon "extra duty rate".

The Voorhees Township Chief Financial Officer ("CFO") shall be responsible for the administration of the cost reimbursements made by VTPS to the Township in accordance with the terms of this Agreement.

B. VTPS:

VTPS hereby agrees to reimburse the Township in accordance with the schedule incorporated as follows:

A Maximum of 120 hours per week/ or 24 hours per day @ a maximum cost of \$20.00 per hour.

\$480 per day 180 school days = \$86,400 for the school year.
The Amount of \$86,400 will be the responsibility of the District.

The Township will be responsible for the payroll taxes and any extended employment required by the Township.

In addition, all payments shall be due and payable by VTPS to the Township as set forth in the payment schedule below:

The CFO will maintain the hours worked by assigned officers and will submit billable hours to VTPS prior to the below listed payment due dates.

VTPS. Payment Schedule

Due	Due	Due	Due
<u>03/31</u>	<u>06/30</u>	<u>09/30</u>	<u>12/31</u>

2. **PROGRAM ISSUES:**

The Police Officer(s) that are assigned shall be considered a School Security Officer (SSO) and will report to a supervisor designated, via Voorhees Police Department Policy, by the Chief of Police. The Chief of Police will work in conjunction with the Superintendent to develop additional responsibilities and duties not covered in this Agreement.

3. **APPROVAL BY PARTIES:**

This Shared Services Agreement is conditioned upon the final adoption by the Township and VTPS of a Resolution authorizing same.

4. **ENTIRE AGREEMENT:**

This Shared Services Agreement represents the entire agreement between the parties; all negotiations, oral agreements and understandings are merged herein, and any change of the terms hereof must be made in writing and signed by the parties hereto.

5. **GOVERNING LAW:**

This agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.

6. **MODIFICATIONS:**

This agreement may only be modified in a dated writing, executed by the authorized representatives of the Township and VTPS. In the event there is a modification or amendment to the existing applicable laws and regulations governing this Agreement, such modification or amendment shall be automatically incorporated by reference in this Agreement.

7. **SEVERABILITY:**

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

8. **TERMINATION CLAUSE:**

This agreement shall become null and void on December 31, 2014 unless otherwise extended by mutual agreement of the parties. Either party may terminate this agreement by providing no less than ninety (90) days written notice of same to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this SHARED SERVICES AGREEMENT to be duly executed by their proper officials and have caused their corporate seals to be affixed.

ATTEST:

VOORHEES TOWNSHIP

[Signature] (SEAL)

By: Chief [Signature]

ATTEST:

VOORHEES PUBLIC SCHOOL BOARD OF EDUCATION

[Signature] (SEAL)

By: Frank T. DeBerardinis

Dated: 1/30/13

Dr. Frank T. DeBerardinis
Assistant Superintendent
For Business/Board Secretary

[Signature]
MARIA PUMPHREY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 6, 2015

