

SHARED SERVICES AGREEMENT

THIS AGREEMENT dated this ___ day of _____, 2019 by and between the BOROUGH OF RUNNMEDE, a municipal corporation of the State of New Jersey, with its principal place of business located at 24N. Black Horse Pike, Runnemede, New Jersey 08078 (hereinafter referred to as the Borough") and the BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION, with its principal place of business located at 580 Erial Road, Blackwood, New Jersey 08012 (hereinafter referred to as "Board").

WHEREAS, the parties desire to enter into an Shared Services Agreement to authorize the implementation and administration of the Borough providing School Resource Officers (hereinafter "SRO") for the Board, pursuant to N.J.S.A.40A:6S-1 et seq.; and

WHEREAS, the parties desire to enter into a global agreement memorializing the terms and conditions of said agreement and understanding reached between the parties relative to the Borough providing SROs as hereinafter set forth, which responsibility would be to provide certain services relating to law enforcement

NOW, THEREFORE, in consideration of the signing of this agreement by the respective parties and in further consideration of the terms and covenants of the within agreement and the mutual benefits to be gained by the parties hereto, the parties do hereby agree as follows:

1. TERMS AND CONDITIONS.

The plan for the implementation of the SRO's is to provide programs and services for the Board. It is agreed by the parties that the SROs shall be an active full-time law enforcement officers employed in good standing with the Runnemede Police Department, with full authority under law to engage in appropriate police

activity under the laws of the State of New Jersey and under the direction of the Chief of Police for the Borough of Runnemede. The Chief of Police shall assign officers to serve as full-time SROs by applying the criteria recommended by the United States Department of Justice, Office of Community Oriented Policing Services. It shall be the responsibility of the SRO to function under the direction of the Chief of Police for the Borough of Runnemede, or his designee, in collaboration with the school administration to provide services including, but not limited to, the following areas:

- i. Address crime and disorder problems effecting or occurring in or around the school;
- ii. Assist the building administration in providing a safe and secure environment for students to receive a quality education and for Board employees to perform their duties;
- iii. Assist in developing and expanding crime prevention efforts and reporting mechanisms for school administration and students;
- iv. Assist in working with school officials in educating victims in crime prevention and safety;
- v. Assist the school administration in the identification of physical changes in the environment that may reduce crime in and around the school, assist the administration in developing school policies that address crime prevention, assist in the monitoring and supervision of student throughout the school day particularly at arrival and dismissal times and during lunch times, specifically the SRO is expected to be a presence in the parking lot at the beginning of the school day and would be an active presence in the Cafeteria and during student cafeteria time scheduling;
- vi. The SRO would actively patrol the school building and grounds fostering a clear, consistent, visible police presence on campus;
- vii. Assist the administration in coordinating and serving as a resource for safety practices such as fire drills and lock down drills with local law enforcement and emergency management

agencies;

- viii. Assist the administration in periodically reviewing school safety and security management plans making recommendations for modifications and changes needed;
- ix. Attend whenever possible school security drills to offer input to improve the process and to gain an understanding of the school's emergency plan, with advance notice given to the SRO as to when and where the security drills will occur;
- x. Assist the administration in attending to surveillance camera footage including the burning of any CDs for incidents that are reviewed by the administration;
- xi. Notify the administration of any absences or if the SRO is leaving the building for any reason
- xii. Engage with students as a professional police officer and informal role model during the school day for non-enforcement purposes in an effort to foster a healthy community climate where students understand that police officers are their partner in making a community safer;
- xiii. Foster opportunities to engage with parents and students in an effort to build rapport, obtain information, and provide important facts regarding policing and social services;
- xiv. Attend the school's back to school night for the purpose of creating a visual policing presence and to develop a positive relationship with the parents of the school.
- xv. Operate a police patrol car clearly marked with "Runnemede Police" in order to create a significant presence of police and serve as a deterrent to any dangerous or criminal behaviors. The vehicles will be equipped with a 700 mhz police radio with complete radio interoperability with the Runnemede Police Officers and the Camden County Emergency Communications Center. Additionally, each vehicle will be equipped with specialized emergency equipment and a first aid kit;
- xvi. Possess a portable two way radio on the SRO's person with 700 mhz capability which

facilitates instant communication with other Runnemede Police Officers and the Camden County Emergency Communications Center;

- xvii. Enforce traffic and parking laws on or adjacent to school property;
- xviii. Report to the Chief of Police any concerns which the officer feels may jeopardize the safety of students, staff or the general public;
- xx. Be provided information from the Runnemede Police Department and the supervisors of the department relating to juvenile incidents and when appropriate and legally permissible provide the information to the building principal of incidents or issues involving youth that may affect the school;
- xxi. When responding to an incident involving a student that requires "arrest," initiate actions well beyond the lodging of charges to include working closely with school officials, additional members of the Runnemede Police Department, and as necessary members of the Camden County Prosecutor's Office to assist the students by referring appropriate services;
- xxii. Operate within the framework of the New Jersey statewide model of memorandum of agreement between schools and law enforcement;
- xxiii. Coordinate additional law enforcement resources to assist with large public events on school campuses such as athletic events, dances, and community functions.
- xxiv. Be present in uniform at the graduation of the school to which the SRO is assigned.

B. In the event that a SRO is unavailable for duty due to illness, vacation, training day, etc. The SRO position will be staffed by another full-time Runnemede Police Officer. The Board will not be charged any extra cost for any overtime that is required due to the use of additional police officers.

C. The parties recognize the need for consistency in order to foster effective relationships with students, staff, and parents. Therefore, the Borough will, to the extent possible, attempt to avoid changes in the SRO assignments in the middle of any given school year. In the event that a change is necessary due to unforeseen circumstances, the outgoing will assist the incoming SRO for a minimum of one (1) month prior to the transition to the incoming SRO.

2. COMPENSATION.

- A. The amount of compensation shall be set at \$95,551.00 for the entirety of the contract for the program and services and services described in this MOA.
- B. The Borough shall be responsible for making all related cost and employee payments due to the SRO and shall provide the appropriate insurance normally provided as part of the compensation and related cost of police officers in Runnemede.
- C. As the primary employer of the officers, the Borough is responsible for all necessary training, professional development, licensing, uniform expenses and any other associated fees of both the SRO's and the other professionals noted in this agreement who support the SRO.
- D. The SROs remain under the control and direction of the Chief of Police. The immediate liaison to the Board will be the Superintendent.

3. OTHER GENERAL CONPITIONS.

- A. This Agreement shall remain in effect from year to year unless otherwise terminated as prescribed in Section 3(B).
- B. Either party may terminate this Agreement at the end of any school year upon sixty (60) days written notice of intent to terminate said Agreement. Upon receipt of a written notice to terminate, this Agreement shall become null and void and of no further legal effect.
- C. The rate of compensation shall remain the same throughout the term of the Agreement unless otherwise terminated and then renewed.

- D. If one or more of the terms and provisions of this agreement shall be finally determined to be invalid or unenforceable by a court of law, the remainder of the terms and conditions thereof shall not be affected thereby and shall continue to be enforceable in all respects.
- E. 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.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and shall inure to the benefits of the parties hereto and their successors and assigns.
- G. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations and understandings between the parties, written or oral.
- H. The Borough of Runnemede is the lead agency responsible for filing with the New Jersey Department of Community Affairs, Division of Local Government Services.
- I. This Agreement may only be amended, modified or changed in a dated writing, executed by the Borough and the Board.
- J. The parties agree that any disputes which may arise between them relating to the services to be provided under this Agreement shall be referred to binding arbitration if the parties are unable to resolve such disputes between themselves. The parties agree to equally divide the costs related to such binding arbitration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly

executed and delivered by their respective officers thereunto duly authorized and have caused their corporate seals to be hereunto affixed and duly attested all as of the date first above written.

ATTEST:

BOROUGH OF RUNNEMEDE

BY: _____

BY: _____

BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT BOARD OF
EDUCATION

ATTEST:

BY: _____

By: _____