

A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF PLAINSBORO AND THE WEST WINDSOR – PLAINSBORO BOARD OF EDUCATION

WHEREAS, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq., the Township of Plainsboro (“Township”) may enter into a Shared Services Agreement with other governmental units by adoption of a resolution therefor; and

WHEREAS, the Township has negotiated a contract with the West Windsor – Plainsboro Board of Education (“Board”) for the Township (serving as Lead Agent) to provide Class Three special law enforcement officers to the Board for school security.

NOW, THEREFORE, BE IT RESOLVED, the Township ~~Council~~ ^{Committee} of the Township of Plainsboro, County of Middlesex and State of New Jersey, hereby authorizes and approves a Shared Services Agreement between the Township and Board for aforesaid services; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute and the Clerk to witness a Shared Services Agreement with the West Windsor - Plainsboro Board of Education for the aforesaid services which shall commence as of July 1, 2017, and shall terminate on June 30, 2022 ²⁰¹⁸ and shall renew automatically thereafter on an annual basis beginning July 1st of each year, unless either party provides written notice ninety (90) days prior to the termination date as to their intention not to renew the Agreement; and

BE IT FURTHER RESOLVED, that, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., such Agreement shall be filed with and open to the public for inspection at the offices of the Municipal Clerk, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto; and

BE IT FURTHER RESOLVED, that, pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Services Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes.

TITLE

This Resolution shall be known and may be cited as the Resolution Authorizing a Shared Services Agreement between the Township of Plainsboro and the West Windsor – Plainsboro of Education for the Township (serving as Lead Agent) to provide Class Three special law enforcement officers to the Board for school security.

~~Anthony Cancro~~
Business Administrator

Carol Torres
Township Clerk

2023

SHARED SERVICES AGREEMENT

THIS AGREEMENT between the Township of Plainsboro with offices located at 641 Plainsboro Road, Plainsboro, NJ 08536 (hereinafter "Township") and the West Windsor – Plainsboro Regional School District Board of Education, with offices at 321 Village Road East, West Windsor, New Jersey 08550 (hereinafter "Board") and identified individually and collectively as the "Party" or "Parties";

W-I-T-N-E-S-S-E-T-H:

WHEREAS, The Parties are desirous of entering into an Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq. for the Township to provide Class Three special law enforcement officers to the Board for school security; and

WHEREAS, in January of 2017, Board officials began discussions with Township officials on security and safety within the public schools. In the discussion both parties agreed that it was in the best interest to have the Township Police Department provide armed uniformed personnel (Class Three Special Law Enforcement Officers - SLEO) in the West Windsor Schools.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the policies and procedures for ensuring continued cooperation between Education Officials (Board) and the Law Enforcement Agency (Township) are outlined as follows:

BACKGROUND:

The Township and Board of Education hereby recognize the need for a Memorandum of Agreement and to reaffirm the commitment to work together as equal partners in addressing evolving problems and emergencies of mutual concern. Events in New Jersey and throughout the nation have made it clear that while schools are generally safe places for students and staff members, a wide range of offenses are occasionally committed on school grounds. These offenses against persons or property may involve the actual or threatened infliction of bodily injury, the unlawful use or possession of firearms or other dangerous weapons, dealing or use of illicit controlled dangerous substances, arson or fire-setting activities, sexual assault and criminal sexual contact, bias crimes, illegal gambling, vandalism, and theft. It is understood and agreed that these types of offenses on school grounds, whether directed at students, school employees, or school grounds, not only undermines the educational environment, but can directly endanger the safety and well-being of members of the school community and thus requires an appropriate and decisive response. It is further understood and agreed that there is a demonstrable need for municipal law enforcement to have a presence in the West Windsor Plainsboro Regional School District and to cooperate with Board officials and share information, as appropriate, to address acts of violence or potential acts of violence by students, that may occur off school grounds or at times other than during regular school hours, and that may involve victims or potential victims that are not members of the school community.

LOCATIONS:

The Township shall assign law enforcement personnel at the following schools and locations:

1. Wicoff Elementary School
510 Plainsboro Road
Plainsboro, NJ 08536
2. Town Center Elementary School
700 Wyndhurst Drive
Plainsboro, NJ 08536
3. Millstone River Elementary School
75 Grovers Mill Road
Plainsboro, NJ 08536
4. Community Middle School
95 Grovers Mill Road
Plainsboro, NJ 08536
5. West Windsor – Plainsboro Regional High School North
90 Grovers Mill Road
Plainsboro, NJ 08536

TERMS:

As used in this Agreement:

As enacted by the Senate and General Assembly of the State of New Jersey (P.L.2016, Chapter 68 – S86) “Class Three Special Law Enforcement Officers” (SLEO) have been established under New Jersey Title 40A:14-146.14 et seq. Regulations highlighted from the legislation include the following:

- The Class Three Special Law Enforcement Officers shall be appointed by the Mayor and approved by the ~~Council~~, subject to the Municipal Ordinance and the laws of the State of New Jersey. *Comm. Here*
- A SLEO shall be under the supervision and direction of the Police ~~Director and Deputy~~ Chief of the Police Department or another superior officer designated by the Police ~~Director~~ *Chief*.
- SLEO personnel are not members of the regular police force and their powers and duties shall cease at the expiration of the term for which appointed.
- SLEOs may be appointed for terms not-to-exceed one year.

- SLEOs have the same authority and duties as regular, full-time police officers while providing school security *only* and have no law enforcement authority outside school grounds.

The term “Law Enforcement Agency” means a unit of commissioned police officers that is officially authorized or designated by the Township Police Department to enforce any local, State or Federal law. Under the terms of this Agreement, this includes maintaining the physical security and safety within the West Windsor public schools.

All “School security equipment and records”, including but not limited to, school surveillance video recordings and school bus videotapes, shall be maintained by the Board.

“Operating School Hours” shall include the time in which a school is normally in session, students are engaged in school related activities under the supervision of professional school staff, or when the school is occupied by the public for nonpublic use.

LIAISONS:

As used in this Agreement, the Township and Board shall designate one or more persons to serve as a Liaison for the following activities:

ROLES AND FUNCTIONS OF THE TOWNSHIP LIAISON(S) ARE TO:

1. Facilitate communication and cooperation.
2. Act as the primary contact person between the Township and Board.
3. Oversee and manage the Township personnel assigned under this Agreement.
4. Provide and coordinate SLEO required training.
5. Investigate all claims of employee misconduct reported by the Board Liaison.
6. Prepare and submit monthly invoices to the Board for reimbursement for services rendered under this Agreement.
7. Identify issues or problems that arise in the implementation of this Agreement and facilitate the resolution of any such problems.

8. Comply with the most current statement of rules and regulations issued under the *Uniform State Memorandum of Agreement between Education and Law Enforcement Officials*, Departmental Standard Operating Procedures and General Orders.

Responsibilities highlighted from the Memorandum shall include the following:

- a. Handle inquiries or complaints received by school personnel regarding interviews, investigations, arrests or other operations conducted by sworn law enforcement officers. This shall apply to inquiries from parents, guardians, the press or any other sources.
- b. Township Liaison shall be available to provide guidance to school officials of the practices and procedures of the juvenile justice system with respect to the handling of juveniles suspected of, or formally charged with, acts of delinquency.
- c. Offer consultation on the review of school safety and security plans.

THE ROLES AND FUNCTIONS OF THE BOARD LIAISON(S) ARE TO:

1. Prepare and schedule adequate personnel within the schools.
2. Provide a copy of the work schedule.
3. Provide and coordinate school required training.
4. Prepare and provide a copy of the annual employee evaluations.
5. Prepare and provide and updated assignment chart.
6. Provide requests to the Township Liaison for changes in personnel/hours.
7. Provide requests to the Township Liaison for hiring additional personnel.
8. Provide notification to the Township Liaison of alleged misconduct by a SLEO.
9. Prepare and provide written requests for additional personnel at an Extra-Curricular Event, excluding events covered by full-time uniformed personnel.

ROLES AND FUNCTIONS OF THE CLASS III SPECIAL LAW ENFORCEMENT OFFICERS ARE TO:

Visible Enforcement Plans.

The SLEO shall maintain, at appropriate times, a visible police presence within schools listed under this Agreement. At the request of the Board, schools may be added or deleted.

The SLEO shall become familiar and comply with the policies established by each school.

Police Presence at Extra-Curricular Events.

Separate from this Agreement, it is an agreed upon policy that the Police Department with patrol responsibilities, working in conjunction with appropriate school officials, shall provide for the presence of full-time uniformed police officer(s) as a separate engagement outside this agreement at any event at which the school administrator believes it would be in the interest of public safety.

All requests by school officials for the Law Enforcement Agency to provide for a SLEO presence at any after school event under this Agreement should be made in writing and directed to the liaison for approval at least 48 hours prior to the event.

Compliance.

The SLEO shall have full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at the public schools.

The SLEO shall comply with the rules and regulations applicable to the conduct and decorum of the permanent, regularly appointed police officers of the Township, as well as any rules and regulations applicable to the conduct and decorum of special law enforcement officers.

The SLEO shall have successfully completed the mandated training course(s) conducted by any federal, state or other public or private agency approved by the ~~West Windsor~~ Police Chief.

Plainsboro

OPERATIONS REVIEW COMMITTEE

1. An Operations Review Committee is hereby established to review the services and general operation of this Agreement. The Committee shall meet as-needed to review the Services outlined within this Agreement and shall examine and address any deficiencies or other concerns raised by either Party.
2. The Committee shall review and evaluate the overall program and mutually agree on the following but not limited to:
 - a. Estimated Annual Budget (Budget Exhibit to be attached annually)
 - b. Number and Assignment of SLEO personnel (Updated Exhibit to be attached)
 - c. Hiring and Termination
 - d. Salary and other personnel matters that involve joint discussion
3. The following officials or their designee shall constitute the Operations Review Committee members:
 - a. WWPRSD Superintendent of Schools
 - b. WWPRSD Business Administrator
 - c. Plainsboro Township Chief of Police and/or Designee
 - ~~d. Plainsboro Township Director of Public Safety~~

✓
e. Plainsboro Township ~~Business~~ Administrator

4. In general, all services provided under this Agreement are expected to be performed in a professional and timely manner. If any deficiency from this standard is noted by one Party, it shall be communicated to the other Party in writing. If the deficiency is not remedied within 30 days by the Party providing the service, then the other Party may present such deficiency to the Operations Review Committee for further action.

ACCOUNTING

1. Compensation by the Board for services outlined within this Agreement shall be based on the Committee's agreed Annual Budget. The Township shall provide invoices per the Annual Budget, to be billed over a ten month period (September-June).
2. Non-recurring expenses shall be presented to the Board for payment when funds are expended by the Township. Reimbursable items, as determined by the Agreement's appointed Committee, may include: Uniform, Equipment, Training and Physical(s).
3. Any hours worked by SLEO outside this Agreement shall be invoiced separately on a month-by-month basis. Billing shall itemize location, date, hours, event worked and SLEO.
4. Billing shall be submitted to:

Township of Plainsboro
641 Plainsboro Road ← Dept of Finance
Plainsboro, 08536
Attn: Gregory Mayers, Chief Financial Officer

5. By June 30th of each year, an accounting of all expenses, including a detailed listing of services rendered, credit(s) applied, amounts owed, due, and/or paid shall be prepared by the Township and provided to the Board, and mailed to the attention of the School Business Administrator, at the addresses set forth hereinabove.
6. Before the expiration and/or termination of this Agreement any outstanding amounts due shall be paid in full.

DURATION & RENEWAL

✓ This initial five-year Agreement shall commence on July 1, 2017 and shall terminate on June 30, 2022. The Agreement shall renew automatically thereafter on an annual basis beginning July 1st of each year, unless either Party provides written notice ninety (90) days prior to the termination date as to their intention not to renew this Agreement. 2023 2018

TERMINATION FOR CAUSE

Either Party may terminate this Agreement with cause upon providing Ninety (90) days prior written notice to the other Party. Cause for termination shall be defined as the

✓ repeated and persistent failure of one Party to address any deficiency in expected services and after presentation to the Operations Review Committee and the Committee's inability to resolve such deficiency. Notices shall be sent by certified mail, return receipt requested, to the attention of the Township Business Administrator and School Business Administrator, respectively, as the addresses set forth hereinabove.

OTHER REPRESENTATIONS

1. All personnel provided to the Board by the Township shall remain the employees of the Township and shall not be under the control of the Board.
2. Activities not covered under this Agreement and which shall be addressed on a case-by-case basis between school officials and municipal law enforcement.
3. Nothing in this Agreement shall be construed in any way to require any school official to actively participate in any search or seizure conducted or supervised by a law enforcement officer; nor shall this Agreement be construed to direct, solicit or encourage any school official to conduct any search or seizure on behalf of law enforcement, or for the sole purpose of ultimately turning evidence of a crime over to a law enforcement agency. Rather, it is understood that any search or seizure conducted by school officials shall be based on the school officials' independent authority to conduct reasonable investigations.
4. Nothing in this Agreement is intended to nor shall be construed to create a partnership or employee relationship or joint venture; neither shall anything be construed to permit the Township to have or to exercise control, direction, supervision or professional judgment as to the manner or methods utilized by the Board's employees. The Board and Township hereby represent and warrant to the other that they are corporations duly organized, validly existing and in good standing under the laws of the State of New Jersey and have the corporate authority and power to enter into and to carry out the terms and provisions of this Agreement. Each Party further represents that the Agreement has been authorized by appropriately adopted resolutions of the Board and Township.
5. The Board and Township shall provide worker's compensation insurance for its employees as required by law. The Board and Township shall maintain comprehensive general liability in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate during the term of the within Agreement and shall name the other party as an additional insured on such general liability policy. The Board and Township shall provide the other Party with a Certificate of Insurance showing evidence of such coverage.
6. Each party shall indemnify, defend and hold the other, their elected and/or appointed officials, employees, consultants and invitees harmless from and against any and all losses, claims, judgments, damages, liabilities, injuries, costs and expenses (including, but not limited to reasonable attorney's fees, court and/or arbitration costs), which shall arise or relate either directly or indirectly from the acts or omissions of the other Party their agents, employees and contractors in the performance of their mutual obligations under this Agreement, except if such loss, claim, damage, liability, cost or expense arises out of the willful misconduct of either Party.
7. This Agreement shall be governed by the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this ___ day of June, 2018.

ATTEST:

THE TOWNSHIP OF PLAINSBORO

By: _____
Carol Torres, Township Clerk

By: _____
Mayor, Peter Cantu

ATTEST:

WEST WINDSOR – PLAINSBORO REGIONAL
SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
Christopher Russo, Asst. Supt. for
Finance/ Board Secretary

By: _____
Anthony Fleres, President