

Resolution of the Demarest Governing Body

Resolution No. 120-24

June 24, 2024

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang						✓
Fox			✓			
Marks			✓			
Slowikowski	✓		✓			
Reiss			✓			
Collins		✓	✓			

TITLE: RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF DEMAREST AND NORTHERN VALLEY BOARD OF EDUCATION

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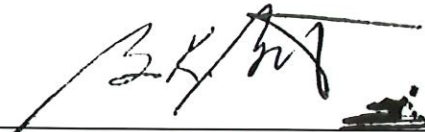
WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40:65-1 authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

WHEREAS, the Board and the Borough of Demarest wish to enter into an agreement under which Borough of Demarest agrees to provide a School Resource Officer (SRO) program in the Northern Valley Demarest High School to be managed by the Demarest Police Department (“Police Department”); and

WHEREAS, the Board and the Borough of Demarest have set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the schools.

NOW THEREFORE, BE IT RESOLVED, by the Borough of Demarest that the Mayor is hereby authorized to execute the Shared Service Agreement annexed hereto between the Borough of Demarest and Northern Valley Board of Education.

APPROVED:



Brian Bernstein, Mayor

CERTIFICATION OF CFO

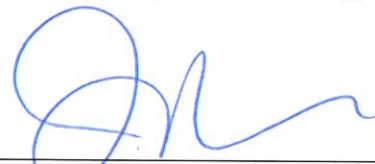
I, Peter Suh, do hereby certify the availability of funds for the expenditure referenced herein.



Peter Suh, CFO

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on June 24, 2024.



Julie Falkenstern, Acting Borough Clerk

**SHARED SERVICE AGREEMENT
SCHOOL RESOURCE OFFICER**

This Agreement ("Agreement") is as of July 1, 2024 by and between the Northern Valley Regional High School Board of Education, a body corporate and politic existing under the laws of the State of New Jersey having its principal offices located at 162 Knickerbocker Road, Demarest, New Jersey 076271 (hereinafter referred to as "Board") and the Borough of Demarest, a body corporate and politic of the State of New Jersey, having its principal offices at 118 Serpentine Road, Demarest New Jersey 07627 (hereinafter referred to as "_____").

WITNESSETH :

WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40:65-1 authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

WHEREAS, the Board and the Borough of Demarest wish to enter into an agreement under which Borough of Demarest agrees to provide a School Resource Officer (SRO) program in the Northern Valley Demarest High School to be managed by the Demarest Police Department ("Police Department"); and

WHEREAS, the Board and the Borough of Demarest desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the schools.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. Goals and Objectives- It is understood and agreed that the Board and the Borough of Demarest officials share the following goals and objectives with regard to the SRO Program in the schools:**
- A. To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies.
 - B. To provide for occupant safety and building security.
 - C. To work in conjunction with district and building administration to develop a schedule for the SRO to attend extra-curricular activities held at schools, while on duty, such as PTO meetings, athletic events and concerts.
 - D. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and / or distribution of controlled dangerous substances, and riots.

- E. To report serious crimes that occur on campus and to cooperate with other law enforcement officials in their investigation of crimes that occur at school.

To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off campus.

II. Employment and Assignment of SRO

- A. The SRO shall be employees of the Borough of Demarest and shall be subject to the administration, supervision and control of the Police Department.
- B. The Borough of Demarest agrees to provide and pay the SROs salary and employee benefits in accordance with applicable salary schedules and employment practices of the Police Department. The SRO shall be subject to all other personnel policies and practices of the Police Department.
- C. The NVRHS District agree to pay the expenses identified in the initial proposal for the term of this Agreement as follows:

In each year covered by this shared service agreement, the Board will authorize the expenditure and shall pay to the Borough of Demarest the actual salary of the Officer assigned as the SRO according to the salary guide contained within the officer's PBA contract with the Borough of Demarest. The parties represent that the current SRO Officer's salary is \$113,606.00. The Borough and Chief of Police of the Borough, or his designee, retain full discretion in determining which officer shall be assigned as the SRO. If a new SRO is assigned, the parties agree the newly assigned SRO shall not be of higher rank or longevity than the then serving SRO.

- D. The Borough of Demarest Borough Administrator has sole discretion, with input from the Chief of Police and Superintendent or their designee, shall have the power and authority to hire, discharge and discipline the SRO. The Board reserves the right to request an alternate SRO from the Police Department should any officer's job performance be contrary to Police Department policies, the Code of Conduct applicable to police employees and Board of Education district standards. The decision to grant or deny this request shall be the responsibility of the Chief of Police or his designee in collaboration with the Superintendent.
- E. Nothing in this agreement shall preclude the Chief of Police, or his designee, from reassigning individual police officers at the discretions permitted by law and Borough ordinances, as necessary.

III. Duties of SRO

SRO personnel are employees of this department and are subordinate to the Chief of Police

and his/her designees.

- A. SRO personnel should not refuse any reasonable request by a school official if the duty is consistent with this general order.
- B. SRO personnel shall contact the SRO coordinator or a police supervisor for guidance if a request appears to be in conflict with this general order and the mission of the police department.
- D. SRO personnel are responsible for security in their assigned school. SRO personnel shall work in cooperation with school officials and with the school system's administrator. SRO personnel shall provide security at school activities and functions including, but not limited to that which is listed below in consultation with the Demarest Police Department and school principal:
 - 1. School opening;
 - 2. Student assembly;
 - 3. Lunch;
 - 4. Recess (where applicable)
 - 5. School dismissal;
 - 6. After school activities, sports, and functions.
- E. SRO personnel may be reassigned to different schools and different hours depending on the school, its specific security needs, and the specific school's extra-curricular activity schedule.
- F. SRO personnel are also responsible for conducting security assessments and vulnerability studies as directed by the Chief of Police and in consultation with the school principal:
- G. To deliver programs that include, but are not limited to, stranger danger, internet safety, drug awareness, use of social media, and other programs as agreed upon by the Chief of Police and the Superintendent of Schools, or their designees. These presentations can happen in classroom settings with teaching staff as well as in larger group settings such as an assembly or grade level presentation.

IV. Chain of Command

- A. As employees of the Police Department, each SRO shall follow the chain of command set forth in the Police Department Policies and Procedures Manual.

- B. In the performance of their duties, the SRO shall coordinate and communicate with the principals or the principal's' designee of each school and the district administration for the appropriate coordination of schedules and delivery of programs.

V. Training Briefing

- A. The SRO shall be required by the Police Department to complete the 40- hour Basic Course for School Resource Officers and School Administrators, as well as attend periodic seminars, recertification and in-service training sessions, as directed by the Chief of Police, as mandated by State statute. All efforts will be made to coordinate this training to avoid its interfering with the SRO's responsibilities at the school.
- B. The SRO must attend periodic briefings and meetings at Police Department. All efforts will be made to coordinate this training to avoid its interfering with the SRO's responsibilities at the school.

VI. Dress Code

The SRO shall wear the departmental uniform with an option to wear plain and/or tactical clothes in special situations when approved by the Chief of Police or his designee and in consultation with the Superintendent.

VII. Supplies and Equipment

The Police Department will provide all equipment issued to the SRO as agreed.

XIII. Transporting Students

- A. It is agreed that a SRO shall only transport students in their vehicles pursuant to the Police Department Policy.
- B. The SRO shall notify the school principal before removing a student from any school property.

XI. Duration of Agreement

- A. This Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- C. The Board and the Borough of Demarest agree that meetings to initiate a successor agreement and modifying, amending, or altering the terms of this agreement shall commence no later than ninety (90) days prior to the expiration of this Agreement.

- D. The Board and the Borough of Demarest agree that either party may choose not to enter into a successor agreement if they determine that doing so would not be in their best interest.
- E. The Board or the Borough of Demarest may choose to cancel this agreement with thirty (30) days written notice.
- F. In the event either party exercises their right to terminate this agreement, the Borough of Demarest or Board will reimburse the difference to the other for any outstanding deficit to equally share the agreed expenses.

X. Miscellaneous

A. Representatives

- 1. Each Party agrees that, to the fullest extent permitted by Applicable Law, it shall at all times during the term of this Agreement be organized and structured in a manner such that it can be bound with respect to any matter affecting this Agreement by the signature of one individual acting as such Party's representative. Upon any Party's request made from time to time by notice to another Party, such Party shall within ten days provide the other Party with notice of the name and address of such Party's representative. Each Party agrees that its representative will be reasonably available as needed to enable such Party to perform its obligations under this Agreement and that, to the extent permitted by Applicable Law; such Party's representative will have full power to bind such party as to any matter relating to this Agreement.
- 2. Nothing in this Section shall be deemed to prevent a Party from replacing such Party's representative from time to time, by written notice to the other Parties.
- 3. Representatives of the Parties:
 - a. The Borough of Demarest designates the following individual as its initial representative for purposes of this Agreement:

Julie Falkenstern
Administrator Borough of Demarest
118 Serpentine Road
Demarest, NJ 07627
 - b. The Board designates the following individual as its initial representative for purposes of this Agreement:

James M. Santana, Superintendent of Schools
Northern Valley Regional High School
162 Knickerbocker Road
Demarest, NJ 07627

B. **Further Assurances**

Each Party agrees to execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the Parties with respect to this Agreement. Without limiting the generality of this paragraph, upon request at any time or from time to time any Party hereto shall execute and deliver to the other, additional counterparts of this Agreement or any related documents, provided such additional counterparts are prepared at the expense of the Party requesting them.

C. **Applicable Law**

This Agreement shall be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws) of the State of New Jersey.

D. **No Third Party Beneficiaries**

No person or entity other than the Parties shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

E. **Interpretation**

This Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted in favor of any particular Party. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any portion of this Agreement. Each of the Parties has participated substantially in the negotiation, drafting and Each of the Parties has participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate.

F. **Amendments and Waivers**

This Agreement may only be amended in a writing signed by the Parties. Any provision of this Agreement may only be waived in a writing signed by the Party against whom the waiver is to be effective.

G. **Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which, together, shall constitute one and the

same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

H. **Indemnification**

The parties shall indemnify, hold harmless and defend one another, their directors, officers, agents and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation, attorney's fees and costs arising out of or relating to (in) any breach or default in the performance of any obligation under this Agreement and/or (ii) any negligence, intentional misconduct and/or activity subject to strict liability arising from any act or omission of their respective agents, employees, contractors, invitees, attendees, patrons, guests or students arising under this Agreement.

[Signature Page to Follow]

For Northern Valley Board of Education


Joseph Argenziano
Board of Education President

James M. Santana
Superintendent of Schools

Attest:


Marc Capizzi
Business Administrator

For the Borough of Demarest



Brian Bernstein
Mayor

Attest:



Julie Falkenstern
Acting Borough Clerk