

POLICE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2022, by and between the **TOWNSHIP OF BRIDGEWATER**, a municipal corporation of the State of New Jersey (hereinafter “Township”), and the **BRIDGEWATER-RARITAN BOARD OF EDUCATION**, organized under the laws of the State of New Jersey (hereinafter “Board”).

WITNESSETH

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq., municipalities and local units may enter into Shared Services Agreement with other municipalities and other local units by adoption of Resolution therefore; and

WHEREAS, the Township of Bridgewater and the Bridgewater-Raritan Board of Education are local units as defined by N.J.S.A. 40A:65-3; and

WHEREAS, the Township of Bridgewater and the Bridgewater-Raritan Board of Education has collaborated on the implementation of the school resource officer program and on the mutual goal ensuring each school in the Bridgewater-Raritan Regional School District is safe and secure; and

WHEREAS, in the 2021-2022 school year, the Township provided two (2) School Resource Officers (“SROs”), three (3) Class III Officers, and one (1) Sergeant to oversee the SROs and Class III Officers, with the Bridgewater-Raritan School District paying for the costs of one (1) SRO, three (3) Class III Officers, and a percentage of the Sergeant’s time, and

WHEREAS, the Parties now seek, in the interests of the health, safety, and welfare of the over 8,000 students of the Bridgewater-Raritan Regional School District, to expand this collaboration through this Agreement by providing three (3) School Resource Officers (SROs), eight (8) Class III Officers, two (2) substitute Class III Officers, and dedication for oversight by 50% of one (1) Sergeant to oversee Class III Officers, and 25% of one (1) Sergeant to oversee SROs, totaling thirteen (13) officers, and two (2) Supervisors, and

WHEREAS, this expansion of eight (8) additional officers will allow for a police officer to be placed, full-time, in each school within Bridgewater Township to ensure an equitable coverage and protection arrangement for all children in the Bridgewater-Raritan Regional School District; and

WHEREAS, this agreement provides for the Township to shoulder the primary financial responsibility for implementing this plan, and decreases the costs paid by the District in 2021-2022 school year; and

NOW, THEREFORE, in connection with the above recitals, the Township and Board agree as follows:

1. The Township agrees to provide to provide SROs and Class III Officers to the Bridgewater-Raritan School District during the hours that school is in session from 7:00 a.m. to 3:00 p.m. or as mutually agreed by both the Chief of Police and Superintendent of Schools, according to the following, according to the following deployment plan:

Position	Funded By	Assigned to	Newly Proposed Position?
SRO #1	Township	High School	No
SRO #2	Township	High School	No
SRO #3	School District	Middle School	Yes
Class III #1	School District	Primary/Intermediate #1	No
Class III #2	School District	Primary/Intermediate #2	No
Class III #3	School District	Primary/Intermediate #3	No
Class III #4	Township	Primary/Intermediate #4	Yes
Class III #5	Township	Primary/Intermediate #5	Yes
Class III #6	Township	Primary/Intermediate #6	Yes
Class III #7	Township	Primary/Intermediate #7	Yes
Class III #8	Township	Primary/Intermediate # 8	Yes
Class III (Sub) #1	Township	N/A (part-substitute)	Yes
Class III (Sub) #2	Township	N/A (part-substitute)	Yes
Sergeant #1	Township	N/A	No
Sergeant #2	Township	N/A	No

2. The total cost to be allocated amongst the Parties for this deployment plan is estimated to be \$1,309,922.44.

3. The Township shall fund the equivalent of of two (2) SROs, five (5) Class III Officers, and two (2) substitute Class III Officers, 50% of one (1) Sergeant to oversee Class III Officers, and 25% of one (1) Sergeant to oversee SROs pursuant to Paragraph 1 of this Agreement in the amount of \$713,682.44.

4. The Board shall reimburse the Township a total of \$265,870.08 to effectuate the deployment plan as delineated in Paragraph 1 of this Agreement. This amount shall be in consideration of the costs of one (1) SROs and three (3) Class III Officers.

5. The Township will also cover the related ancillary cost associated with expansion of the plan in the amount of \$330,460.30, which is comprised of various other expenses, including vehicles, outfitting, and other miscellaneous costs associated with the implementation of this agreement.

6. In the event that the total cost of the deployment plan (or any aspect thereof) delineated in Paragraph 1 exceeds Paragraph 2's cost estimate, the additional cost shall be

borne in its entirety by the Township. In no event shall the Board be required to reimburse the Township in an amount in excess Paragraph 4's reimbursement amount.

7. To the extent that elements of the deployment plan as delineated in Paragraph 1 cannot be specifically met by Class 3 Officers at the commencement of the 2022-2023 school year, the Township will substitute Bridgewater Township Police Officers at Township expense at no addition excess cost to the Board beyond the agreed upon reimbursement in Paragraph 4.

8. The Board may, at its discretion, at its sole expense, and without the Township's participation, supplement the above-described deployment plan with unarmed supplementary security personnel. It is specifically agreed amongst the Parties that any such supplementary personnel shall not carry firearms of any kind, including projectile devices of any sort and specifically including electronic or aerosol devices.

9. If the Board elects to employ unarmed supplementary security personnel as permitted in Paragraph 6 hereof, it is hereby acknowledged and agreed between the Parties that said unarmed supplementary security personnel are not part of the deployment plan delineated in Paragraph 1 and said personnel are not responsible to the Bridgewater Township Police Department, nor are these unarmed supplementary security personnel in any chain of command or line of authority within or responsible to the Bridgewater Township Police Department. The Board shall, upon its own initiative and at its own cost, develop whatever protocols or operating procedures it deems necessary to administer any unarmed supplementary security personnel it elects to employ, and it shall be the sole responsibility of the Board to comply with any federal, state, county, or local statutes, regulations, ordinances, procedures, protocols, or any other directives that may be implicated if it elects to employ unarmed supplementary security personnel.

10. If the Board elects to employ unarmed supplementary security personnel as permitted in Paragraph 6 hereof, the Board hereby agrees to defend, indemnify and hold harmless, to the fullest extent permitted by law, the Township, its officers, and its employees from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys and other professionals imposed upon, asserted against or incurred by any individual or entity in connection with, arising out of or relating any action or failure to act on the part of the Board's unarmed supplementary security personnel, as well as the action of any Board agent, officer, or employee who may direct or interact with said unarmed supplementary security personnel (whether in a supervisory role or otherwise), whether caused by or arising out of the negligence, recklessness, or any other improper and/or tortious conduct in connection therewith. The Board shall provide to the Township a Certificate of Liability Insurance with the Township added as an "Additional Insured" or "Certificate Holder," as may be appropriate, to effectuate the waiver of liability contained in this Paragraph.

11. All invoices submitted by the Township shall be paid by the Board within two (2) weeks after submittal and there shall be no outstanding invoices due to the Township on December 31st of each year.

12. The SROs and Class III Officers shall be employees of the Township assigned by the Chief of Police and will be subject to the rules, orders and policies of the Bridgewater Township Police Department and shall be subject only to the supervision and direction of the Chief of Police or his designee.

13. The Township will provide the SROs and Class III Officers with such equipment as will be necessary to allow the Officers to carry out his or her duties.

14. The officers assigned as SROs pursuant to the terms of this Agreement shall be certified as a School Resource Officer pursuant to the standards of the New Jersey Resource Officers organization.

15. During the time that an assigned SRO or Class III Officer to be paid by the Board is on vacation or sick leave, the Chief of Police shall assign another qualified SRO or Class III Officer to the Bridgewater-Raritan School District as determined by the Chief of Police, or may elect to provide another Bridgewater Township Police Officer at no additional cost to the Board in excess of the reimbursement to be provided in Paragraph 4.

16. During the time that the Bridgewater-Raritan school system is closed for holidays, weather issues or summer recess, the SROs and Class III Officers shall be assigned by the Chief of Police to other functions of the Bridgewater Township Police Department at his sole discretion. It is expected that the SROs will be made available up to 4 days over the course of July and August for special school district tasks (i.e. training of staff, policy review, etc.). These days would be mutually acceptable to both the Chief of Police and Superintendent of Schools.

17. The Township and the Board represent that each has the power to enter into this Agreement pursuant to the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., and each has taken the necessary action to authorize this Agreement.

18. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same is in writing and signed by all parties hereto.

19. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined to its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

20. The terms of this Agreement shall commence on August 1, 2022 and end on July 31, 2023.

21. Any notices required by this Agreement shall be sent by certified mail to the parties as specified below:

Board: Bridgewater-Raritan Regional School District
Attn: Peter Starrs
836 Newmans Lane
P.O. Box 6030
Bridgewater, NJ 08807

Township: Bridgewater Township
Attn: Michael Pappas, Township Administrator
Municipal Building
100 Commons Way
Bridgewater, NJ 08807

22. This Agreement is made and entered into by the Township of Bridgewater and the Bridgewater-Raritan Board of Education. Any questions of law arising hereunder shall be construed in accordance with the laws of the State of New Jersey.

23. Notwithstanding Paragraph 9 hereof, the parties agree that each will defend, indemnify and save the other harmless from any and all claims by third parties resulting from or claimed to result from their individual acts or omissions.

24. In the event of any dispute regarding this Agreement, the Parties' designees shall confer within 72 hours following receipt of written notice of same to attempt to resolve the matter. If no resolution can be achieved, then the Parties, either individually or collectively, shall request mediation by the Executive County Superintendent of Schools or other mutually acceptable third party. If the dispute concerns the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph 4 shall be paid and the deployment plan as delineated in Paragraph 1 shall continue without interruption. If, through subsequent negotiation, litigation, or settlement the amount due shall be determined and agreed to or adjudicated to be in a different amount than actually was paid, a prompt adjustment shall be effectuated between the parties.

25. A copy of this Agreement shall be filed with the Division of Local Government Services and Department of Community Affairs.

26. A Copy of this Agreement shall be put on file with the Clerk for inspection by the public upon adoption of the Resolution authorizing execution of this Agreement

27. If this Agreement is not extended, the Township shall not be obligated to continue to supply SROs to the Board.

28. This Agreement may be signed in counterparts and transmitted electronically.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

TOWNSHIP OF BRIDGEWATER

Linda J. Doyle, Township Clerk

By: _____
Matthew Moench, Mayor

ATTEST:

BRIDGEWATER-RARITAN
BOARD OF EDUCATION

Peter F. Starrs, Sec'y/Business Adm.

By: _____
Steven Singer, President