

**R2024-112**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH BETWEEN THE TOWN OF PHILLIPSBURG AND THE PHILLIPSBURG SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES**

**THIS INTERLOCAL SERVICES AGREEMENT** is made and entered into this 11<sup>th</sup> day of June 2024 by and between **THE TOWN OF PHILLIPSBURG** (“Town”), a municipal corporation in the County of Warren, State of New Jersey with offices at 120 Filmore Street, Phillipsburg, NJ 08865 and the **PHILLIPSBURG SCHOOL DISTRICT** (“District”), a school district in the County of Warren, State of New Jersey with board offices at 50 Sargent Avenue, Phillipsburg, NJ 08865.

**WHEREAS**, The District wishes to ensure the safety and welfare of its students, faculty and staff by providing School Resource Officer (SRO) services which are professional, comprehensive and affordable; and

**WHEREAS**, the Phillipsburg Police Department is currently the primary police response agency for the Phillipsburg School District and is qualified and able to provide SRO protection to the District; and

**WHEREAS**, the Town is willing to provide SRO services to the District; and

**WHEREAS**, the providing of SRO’s will benefit both the Town and District by increasing the safety of Phillipsburg students, faculty and staff; while improving operational efficiency and decreasing the Town’s costs of providing those services to the District; and

**WHEREAS**, the District has approved this Agreement pursuant to Phillipsburg School District Board Approval and the Town has approved this Agreement pursuant to RESOLUTION

**NOW, THEREFORE**, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, hereto, intend to be legally bound, hereby agree as follows:

**1. SERVICES**

- A. The Town agrees to provide police officers and equipment to render SRO services to the District on a seasonal 182 day per school year basis (September – June). Such services shall be provided under the sole and exclusive direction of the Town of Phillipsburg Chief of Police. All rules and regulations pertaining to the SRO’s shall be promulgated and enforced by the Phillipsburg Police Department.
- B. The seasonal 182 day per school year coverage shall ensure that the District has one (1) uniformed and armed SRO stationed at the Early Childhood Learning Center (located at 451 Center Street, Phillipsburg, NJ 08865), one (1) uniformed and armed SRO stationed at the Phillipsburg Primary School (located at 1000 Green Street, Phillipsburg, NJ 08865), one (1) uniformed and armed SRO stationed at the Phillipsburg Elementary School (located at 525

Warren Street, Phillipsburg, NJ 08865) and two (2) uniformed and armed SROs stationed at the Phillipsburg Middle School (located at 200 Hillcrest Boulevard, Phillipsburg, NJ 08865).

- C. The provider's SRO duties and responsibilities shall include, but are not limited to: having officers on each campus for 8 hours each day during the 182 day school session, the parking of a marked Phillipsburg Police Department patrol vehicle, if feasible, in front of the school buildings during assigned hours, foot and / or vehicle patrols (of school buildings, parking lots and grounds), proving positive public relations contacts (with students, faculty and staff), response to general service calls (all police/fire/medical emergencies and traffic related issues)

on school grounds. The Town shall make every attempt keep the SRO on campus during scheduled hours. However, some incidents may require an SRO to temporarily be off campus such as: follow up investigations, court appearances, arrest processing and follow up interviews. During times when the SRO is off campus, the Town shall have regular patrol officers available for as needed reactive emergency response to said school as currently provided.

## 2. TERM

The term of this agreement shall commence the first day of school September 2024 and shall continue for a term of three (3) years until the last day of school June 2027. The parties may agree in writing to renew this agreement at the expiration of its initial term for an additional two, one (1) year extensions. The terms of the Agreement may be renegotiated for the renewal term. Notice of Intent to renew must be provided no later than 60 days prior to the expiration of the term of this agreement.

## 3. CONSIDERATION

A. In consideration for providing law enforcement services set forth herein, the District shall pay to the Town the following per annum amounts (the "service fee"):

Year	Officer Compensation	Operating Expenses
2024 thru 2027	TBD prior to July 1	each year \$5,000.00

- 1). Officer Compensation:** includes salary related expenses for the five (5) SRO's.  
A true up of actual vs. projected compensation costs will be provided by the Town to the District by July 15<sup>th</sup> and the final payment is due to the Town on August 15<sup>th</sup>.
- 2). Operating Expenses:** are an allocation of projected expenses for uniforms, equipment, vehicle expenses, training and administrative costs. Operating expenses will be charged as a fixed service fee and will not be subject to a true up.

## 4. INSURANCE

Final approval of this Agreement by the Town and the District is subject to the Town obtaining insurance coverage which shall include the minimum coverage amounts:

\$1,000,000.00 General Liability each occurrence.  
\$1,000,000.00 Automobile Liability CSL.  
\$1,000,000.00 Law Enforcement Liability per occurrence.  
Workers Compensation

The Town shall provide proof to the District of the Town's conformance to the within provision regarding insurance coverage during the duration of this agreement.

## 5. APPLICABLE LAW

Each party shall comply with all applicable laws pertaining to the provisions of law enforcement services including, without limitation to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

## **6. TERMINATION/ NON-RENEWAL**

Either party may elect to not renew this agreement for an additional one (1) year term consistent with provision two (2) above.

## **7. REMEDIES**

In the event either party defaults in the performance of any of its obligations under this Agreement and following thirty (30) days of prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available at law or equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonably be cured within such time period, providing the defaulting party is using reasonable diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs and expenses, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate this Agreement. In the event of termination by either party, the Town shall provide the District with SRO services for a period of one hundred eighty (182) days consistent with the term of the within agreement, and the Ditric shall pay for those services under the terms of this agreement.

In addition, following termination of service, the non-defaulting party shall be entitled to payment equal to a three (3) month period which the parties acknowledge is the reasonable estimate of damages that would be suffered by the non-defaulting party as a result of default.

## **8. CHAIN OF COMMAND**

The SRO's shall be under the exclusive authority and control of the Town of Phillipsburg Chief of Police (or his designee). The District shall not provide any direction, instruction to, discipline or reprimand to any member of the Phillipsburg Police Department. All complaints, instruction and requests shall be made directly to the Chief of Police or his designee, unless the complaint concerns the Chief of Police. The Phillipsburg School District Superintendent shall be designated as the school board's representative for all communications with the Town regarding the provision of SRO services under this Agreement. Nothing contained in this section shall prevent the designated District representative from contacting the Town of Phillipsburg Mayor with information or suggestions regarding law enforcement issues, provided the Town Chief of Police is informed of such contacts and the substance thereof. The Town agrees that the Chief of Police or his designee shall attend Phillipsburg School Board meetings when requested, if necessary to address issues concerning this agreement.

## **9. CHOICE OF LAW AND DISPUTE RESOLUTION**

A. All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted.

B. The District and the Town shall endeavor to settle all disputes by mediation. Either party may initiate the mediation process by making a written demand for mediation upon the other

party and by providing the names of three acceptable mediators. Within twenty (20) days of the date of demand for mediation, the other party must either accept one of the mediators recommended or submit its own list of three (3) mediators. If no mediator is mutually agreed upon within thirty (30) days of the initial request for mediation, then the party initiating the mediation request shall make application to the Vicinage Assignment Judge for the appointment of the mediator. Each party shall be equally responsible for the mediator's fees. Any mediation shall

be completed within sixty (60) days of the date of appointment of the mediator, unless the parties mutually agree to extend the time. Nothing herein shall be construed to prevent the District and the Town from mutually agreeing any other alternative dispute resolution procedure in lieu of or in addition to mediation.

- C. In the event that mediation is unsuccessful, the parties agree to submit any dispute to binding arbitration. No later than twenty (20) days after the conclusion of the mediation process, either party may initiate the arbitration process by making a written demand for arbitration upon the other party and by providing the names of three (3) acceptable arbitrators. Within twenty (20) days of the date of demand for arbitration, the other party must either accept one of the arbitrators recommended or submit its own list of three (3) arbitrators. If no arbitrator is mutually agreed upon within thirty (30) days of the initial request for arbitration, then either may make application to the Vicinage Assignment Judge for the appointment of an arbitrator. Each party shall be equally responsible for arbitrator's fees. Any arbitration shall be completed within ninety (90) days of the date of the appointment of the arbitrator, unless the parties mutually agree to extend the time. The arbitrator and the parties shall meet within twenty (20) days of the arbitrator's appointment to discuss whether any discovery is necessary and the procedures to be followed for that discovery process.

If the parties cannot mutually agree as to either the need for, the timing or the scope of discovery, the arbitrator shall resolve all such disputes. Any decision by the arbitrator of a factual nature shall be final in accordance with New Jersey law; any legal ruling by the arbitrator may be challenged in the Superior Court within forty-five (45) days of the arbitrator's final decision. Nothing herein shall be construed to prevent the District and the Town from mutually agreeing to utilize any other alternative dispute resolution procedure in lieu of the arbitration procedures described herein.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

## **10. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

## **11. SEVERABILITY**

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

## **12. WAIVER**

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or condition at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

ATTEST:



Clerk

TOWN OF PHILLIPSBURG

By: *MATTHEW C. MAH*

*BUSINESS ADMINISTRATOR*  
Title: Town of  
Phillipsburg Representative

ATTEST:  
DISTRICT

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School Board Secretary

PHILLIPSBURG SCHOOL

By:

Title: President  
School Board  
Representative