Resolution of the Demarest Governing Body

Resolution No. 109-25

June 2, 2025

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

TITLE: AUTHORIZING EXECUTION OF SCHOOL SECURITY SHARED SERVICES AGREEMENT

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WHEREAS, Northern Valley Regional High School Board of Education ("NVRHSD") is desirous of having the Borough provide an Off-Duty Police Officer and/or Special Police Officer present at the Northern Valley Regional High School located in the Borough of Demarest to enhance the High School's security measures; and

WHEREAS, NVRHSD has presented the Borough with a shared services agreement, attached hereto, whereby the Borough of Demarest Police Department will be providing one police officer and one Special Law Enforcement Officer Class II to the Northern Valley Regional High School on certain days and hours for the purpose of enhancing security measures at the high school; and

WHEREAS, pursuant to the School Security Shared Services Agreement, the NVRHSD agrees to pay the Borough of Demarest $90.00 per hour for any off-duty police officer during regular school hours, the effective overtime rate of the assigned police officer for an off-duty officer outside of regular school hours and $30.00 per hour for any Special Law Enforcement Officer Class II; and

WHEREAS it is in the best interest of the Borough to authorize the execution of the School Security Shared Services Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Borough of Demarest that the mayor or his designee is hereby authorized to execute the School Security Shared Services Agreement in the form as attached hereto.

Approved:

Brian Bernstein, Mayor

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 2, 2025

Julie Falkenstern, Acting Borough Clerk

SCHOOL SECURITY SHARED SERVICES AGREEMENT

This agreement was made the ___ day of _____, by the Borough of Demarest, 118 Serpentine Road, Demarest, New Jersey (Demarest); and the Northern Valley Regional High School Board of Education, 162 Knickerbocker Road, Demarest, New Jersey (NVRHSD Board).

WHEREAS, the NVRHSD Board has a school campus in Demarest;
and
WHEREAS, the NVRHSD Board wishes to use of Demarest police officers for traffic direction or other security needs, with the Chief of Police or his designee's approval and;

WHEREAS, the parties to this agreement are local units in the State of New Jersey that are authorized to enter into shared services agreements to jointly provide for any lawful service pursuant to the Uniform Shared Services and Consolidation Act, N.J.S. 40A:65-1 et seq.; and

WHEREAS, each of the parties has independently concluded that they should implement a shared services agreement by which Demarest will provide an off-duty police officer and/or Special Police Officer to enhance security at Northern Valley Demarest High School; and

WHEREAS, the Borough of Demarest Police Department agrees to actively recruit Special Law Enforcement Officers Class III and Class II to make the service available to the School

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1) Services to be Provided:

   a) Special Law Enforcement Officer Class II (SLEO II) - Demarest agrees to provide one SLEO II (if available) for up to eight (8) per day, when a qualified individual becomes available on or about January 1, 2026.
   b) Off-duty police officer – In the absence of an available SLEO II, Demarest agrees to provide one police officer during the hours of 10:45 a.m. to 2:45 p.m. or another four-hour portion of each day, on which school is in session, to be determined by both parties and assigned by Demarest's Police Chief or his designee. The combined daily hours for SLEO II and off duty officers assigned during regular school days shall not exceed eight hours unless mutually agreed upon by the Demarest Police Chief or his designee and Superintendent.
   c) Off Duty police officer - Demarest agrees to provide off-duty police officer by request for special events outside of the regular school day when requested at least 48 hours prior to the event.

2) Payment.
   a) Off-duty police officer (during regular school day hours)- The NVRHSD board agrees to pay Demarest $90.00 per hour, the Borough of Demarest will provide a monthly billing statement to the NVRHSD.
   b) Special Law Enforcement Officer Class II (SLEO II) - The NVRHSD board agrees to pay Demarest $30.00 per hour, the Borough of Demarest will provide a monthly billing statement to the NVRHSD.

c) Off-duty Police Officer (special events outside of the regular school day) – For events outside of regular school day which NVRHSD requests an Off-duty Police Officer for security the rate will be the equal to the assigned officer's OT rate as determined by the effective CBA. Officer assigned will be determined by the Chief of Police or his designee.

3) The Demarest Police Departments agrees to actively recruit qualified candidates to serve as SLEO II to provide the service

4) NVRHSD agrees to pay all costs related to hiring and training of SLEO II including but not limited to preemployment medical and psychological testing, uniforms and equipment.

5) Effective Date. This agreement will be effective on the day it is executed on behalf of all parties and after appropriate resolutions authorizing this execution are adopted pursuant to N.J.S.A. 40A:65-5.

6) Term. This agreement's term will begin on July 1, 2025, and continue until June 30, 2026.

7) Termination. If the circumstances or needs of the Board, the NVRHSD Board, or Demarest change, or if this agreement is deemed to no longer be in the party's interest, any party may terminate this agreement upon thirty (30) days' notice to the other party. The notice will be effective upon mailing to the other party.

8) Modification, Waiver, and Construction.

   a) This agreement may be modified only in writing and signed by authorized representatives of all parties.

   b) The failure of any party to require the performance of any term or obligation of this agreement, or the waiver by any party of any breach of this agreement, will not prevent the subsequent enforcement of the term or obligation or be deemed a waiver of any subsequent breach.

   c) This agreement will be construed in accordance with the laws of the State of New Jersey.

   d) All of the sections, paragraphs, clauses, sentences, and provisions of this agreement are severable, and if any sections, paragraphs, clauses, or phrases of this agreement are declared by a Court to be unconstitutional or otherwise invalid, this will not affect any of the agreement's remaining sections, paragraphs, clauses, and phrases.

   e) Any cause of action, claim, suit, or civil action of any kind filed by any party arising out of or relating to the terms of this agreement or the parties' relationship will be brought only in the Superior Court of New Jersey, Bergen County, New Jersey. All parties irrevocably admit themselves to the jurisdiction of that Court.

   f) A copy of this agreement will be filed with the Division of Local Government Services in the Department of Community Affairs, pursuant to N.J.S.A. 40A:65-4.

IN WITNESS WHEREOF, the parties have set their hands and seals or caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

By,

Borough of Demarest
Mayor Brian Bernstein

ATTEST: Borough of Demarest
Julie Falkenstern, Acting Borough Clerk

By:
Mr. Joseph Argenziano
School Business Administrator/Board Secretary

ATTEST: Northern Valley Regional High School
Board of Education
Mr. Marc Capizzi