

EXECUTIVE SUMMARY
OF
COUNTY OFFER TO PROVIDE POLICE SERVICES

- 7 year Contract (non-terminable by County) with right of Borough to renew for an additional 7 years.
- Current Annual police budget approximately **\$3.1 million**
- Proposed Contract Payment **\$2,737,595.00**
- 0% increase in payments for years 1 - 4.
1% increase for year 5
2% increase in each of years 6 & 7
Second 7 year term tied to CPI.
- County has committed that services will be equal to and better than current services:
 - Same Chief of Police.
 - Same current Demarest Officers (with right to request transfer).
 - Senior Officer on staff 365 days of the year which the Borough does not currently have.
 - Restoration of the School Resource Officer and DARE Program (which was cut this year due to budgetary constraints).
 - Governing Body will work with County Police on the quality of services.
 - Demarest Station will remain an active Police Station for the County for Demarest assigned vehicles.
 - Borough Court will remain active.
 - All current police services to the community and schools will be maintained.
- Police services will be measured using historical data and other criteria agreed to by Demarest and the County.
- In the event the services do not meet standards and the County breaches the Agreement, the Borough may require an Arbitrator (such as a former Judge) to decide an appropriate remedy or amount to be paid to restore the Demarest Police Department to its current condition.

The Execution of a Contract for these Services will be subject to:
Approval by Demarest Mayor and Council
And
County Executive Kathe Donovan
And
The Bergen County Board of Chosen Freeholders

**Draft Proposal
for
County Police Services to the Borough of Demarest**

General Contractual Protections

1. The County proposes a seven (7) year Shared Services Agreement with a capped renewal on increase costs for a second, seven (7) term.
2. In the event an Executive Board is established for the operations of County Police in conjunction with Demarest or other municipalities, Demarest shall have a permanent seat on the Board.

I. Minimum Services

The Bergen County Police will provide (at a minimum) the following:

- No less than two (2) police officers Twenty-four hour, seven day per week uniformed patrol within the Borough of Demarest. In the event that the officer(s) assigned to Demarest are needed elsewhere, other officer(s) shall be assigned for continuity of Demarest patrol as soon as practicable but in no case more than 45 minutes after the Demarest Police officer is directed to leave the Borough of Demarest.
- The Bergen County Police Department has canine units available for primary patrol as determined by the Station Commander.
- Provide no less than one School Resource Officer anytime during which Demarest schools are in session unless that School Resource Officer is required to be temporarily re-assigned for emergency purposes within Demarest.
- Twenty-four hour, seven day per week response to 9-1-1 calls by both patrol unit assigned to Demarest and receipt of the 9-1-1 call by the County's 9-1-1 Communications System.
- Regular and selective enforcement of Demarest Ordinances and State Statutes using both the units assigned to Demarest and additional tactical patrol personnel as needed.
- Written monthly reports to the Borough which shall include:
 - Motor vehicle accident location
 - Summons totals for traffic violations
 - Arrests
 - Investigations
 - Burglaries and value of stolen property
 - Suspicious Incidents
 - Other noteworthy police/community conditions
 - Average monthly response time data in the same format as set forth on Exhibit _____

- The Bergen County Police will perform complete investigative follow up on all appropriate occasions in cooperation and consultation with the Demarest Station Commander. A Detective whose primary responsibilities will be the investigations that occur in the Borough of Demarest will be assigned to office hours in the Demarest Station no less than eight (8) hours per week and as determined by the Demarest Station Commander.
- The Demarest Police Headquarters will become the Demarest Police Station of the Bergen County Police pursuant to a lease on the following terms and conditions:
 - a. Term: Consistent with the Term of this Agreement and any extensions hereof;
 - b. Rent: \$15 per square foot. Triple Net excluding property taxes which are not applicable because the County Police is a governmental entity.
 - c. Capital improvements which are necessary for the functioning of the Police Station. All other capital improvements shall be the Borough's responsibility. All repairs and maintenance within the Police Station shall be at the cost of the County.
- The current Chief of Police shall serve as the Demarest Station Commander until he retires or is no longer able to serve.
- Subsequent to the current Demarest's Chief's retirement or unavailability, the Bergen County Chief of Police shall assign a full time Demarest Station Commander in consultation and cooperation with the Demarest governing body. If the Chief of Police fails to adequately consult with Demarest, it shall have the right to arbitrate the matter and or request that the Chief of Police assign a new station commander to the Demarest Station reasonably acceptable to the Demarest Governing Body.

II. Operational Requirements

1. The Demarest Station Commander will be in charge of all police officers assigned to the Demarest County Police Station ("Demarest Station") and operate out of the Station which will utilize the existing Demarest Police Headquarters. The County Chief of Police shall also designate a command level supervisor to cover the Demarest Station any times that the Station Commander is unavailable (i.e. on vacation).
2. This merger will maintain the same level of police staffing as currently in effect for Demarest, as set forth in Section I, and provide enhanced staffing with a supervisor on every shift.
3. Existing Demarest Police Officers shall be assigned to the Demarest Police Station until such time that additional County Police personnel have been acclimated to Demarest as determined by the Chief of Police in consultation with

the Demarest Station Commander. Former Demarest Police Officers will remain assigned to the Demarest Station and will be utilized to patrol Demarest, using Demarest assigned patrol vehicles.

4. The County shall maintain level of response times in Demarest so that the response times do not deviate from the average monthly response time set forth in Exhibit 1, by more than 5%. In the event the County does not maintain average monthly response times within the percentage deviation in any given month the County shall correct the response times within the next calendar month. In the event that there is either a deviation during any 4 months of any calendar year or 2 consecutive months during any calendar year, such deviation shall be deemed a material breach of this agreement.

5. All current Special Officers shall be offered positions, and if accepted by such officers, hired as Bergen County Security Officers and are to be assigned to Demarest whenever feasible and practicable.

6. Police services to high schools in Demarest will only be billed on the basis of actual costs, not cost plus or county flat rate. This clause shall not prohibit the county from negotiating with the school for enhanced services above the current level of service.

7. No overtime will be billed by County for police services at grammar schools in Demarest for normal (to be reviewed by Council) police operations at their current level. This clause shall not prohibit the county from negotiating with the school for enhanced services above the current level of service.

8. No overtime will be incurred by County for work required by the Borough; e.g., road paving. Whenever possible, the Borough of Demarest will pass the costs of additional police services to the contractor or vendor.

9. All school posts will be checked each day and vacant posts will be manned by County Police or a County Security Officer at no charge to Demarest; established posts to be maintained and any elimination or addition of posts in Demarest will be subject to prior permission of Demarest.

10. All emergencies will be staffed with adequate coverage without overtime billing or additional staffing charge to Demarest.

11. All prior or existing Demarest events, e.g., Demarest Day, 5k run, will be staffed with adequate police coverage at no expense to Demarest, using former Demarest police officers, whenever feasible and practicable. This shall be completed at the current level of services based on the last five years of these events. Any future, additional services shall be evaluated by the Station Commander in consultation with the Bergen County Chief of Police.

12. Commanding Officer, or designee, of the Demarest Station shall attend all Council meetings and other town meetings as necessary, without charge to the Borough of Demarest.
13. County Police will honor all existing mutual aid agreements and only one of the two required police vehicles may be assigned outside of Demarest in response to a mutual aid request.
14. Security patrols for all buildings in Demarest will be maintained at their current level at no additional charge to Demarest.
15. All traffic-related incidents in Demarest will be handled by the County Police at no charge to Demarest. (Refer to #8)
16. Demarest Borough officials' government documents will be delivered at no charge to Demarest, provided that such delivery shall not interfere with public safety.
17. Every patrol car assigned to Demarest will be required to have an MICV, in-car computer and a defibrillator.
18. Traffic post at County Road and Hardenburg Avenue will be staffed at its current level of service (to be reviewed by council) in both the morning and afternoon at no additional charge to Demarest.
19. All basic calls such as general assistance, fire and ambulance will be staffed by police officers assigned to the Demarest Station. (This may be adjusted with the mutual consent of the Demarest Station Commanding Officer and the Demarest Mayor and Council.)
20. Police officers will assist in matters involving Office of Emergency Management, including responses to special needs persons in Demarest.
21. D.A.R.E program will be restored and maintained in Demarest grammar schools or may be adjusted by mutual agreement of the Chief of Police, or his designee, and the Demarest Mayor and Council.
22. The Station Commander shall have the responsibility for the selection of officers assigned to Demarest with the final approval of the Bergen County Chief of Police.
23. All incident reports shall be available at the Demarest Station.
24. Handicap permits and other special permits will be filed and available at the Demarest station.

25. A Detective will be available in the Demarest Station for Demarest investigations no less than eight (8) hours each week and shall be determined in consultation with the Chief of Police and the Demarest Station Commander to address the needs of the community.

26. No less than one police vehicle assigned to patrol Demarest shall be parked at the Demarest Station for crime prevention purposes in addition to the existing patrol vehicles.

27. Bergen County Security Officers will be assigned to the Demarest Station from Monday through Friday at the current schedule of Demarest Special Police Officers.

28. Street lights not functioning in Demarest will be reported by patrol officers so that the appropriate utility authority is notified.

29. Press releases relating to incidents that occur in Demarest will be prepared by the Station Commander under the direction of the Bergen County Chief of Police in accordance with Bergen County Police Standard Operating Procedures, orders, and/or notices and the Mayor shall receive a written copy prior to such release being provided to the public.

30. The police telephone system will be maintained by the County Police through the Public Safety Operations Center.

31. The Bergen County Police will develop and adopt in coordination with the current Demarest Police Chief a Standard Operating Procedures (SOP's) for the Demarest Station prior to, the execution of the agreement governing the merger and the SOP will become an exhibit to the Shared Services Agreement. Notwithstanding anything to the contrary, the Bergen County Chief of Police may institute an emergency SOP which shall thereafter be discussed with the Demarest Mayor and Council.

32. Prior to replacing the Commanding Officer of the Demarest Station, other than for cause, the County Police in consultation and cooperation with the Demarest Mayor and Council shall appoint such replacement and shall allow a reasonable period of time for such replacement to work with the Commanding Officer to ensure a seamless transition.

33. The Demarest Station shall have access to a minimum of five police officers on any particular day for police responsibilities as set forth in Section I and a minimum of 15 officers at any time for emergency situations.

34. Arrests arising within the jurisdiction of the Demarest Station shall be processed at the County Police Headquarters except this shall not prevent the Commanding Officer or supervisor from directing officers to accept bail or to process an arrest for

a minor criminal or motor vehicle violation, or other situation, where expediency and practicality shall dictate such action at the Demarest Station.

35. There shall be monthly and quarterly reviews of the monthly average response times and other standards that the County and the Borough agree upon.

III. Community Relations

a. Community Policing

When contracting with the Bergen County Police Department, you are not only contracting for police services you are contracting for a partner in your community. In addition to a highly professional visible patrol function, the wide range of specialties that the Bergen County Police Department offers can be used to enhance the quality of life for both Demarest's residents and businesses.

One important aspect of community policing is an in-depth knowledge of the jurisdiction served. The Bergen County Police will send a survey to every resident and business of the Borough. The results of this voluntary survey will help the department by eliciting emergency contact numbers, special precautions and concerns. This data will be kept for emergency purposes only. Secondly, this department will sponsor community meetings with the businesses and residents. During these meetings we will describe the unique nature of the Bergen County Police Department and offer our services to all the residents and business people in the Borough. These meetings will be used as both a needs assessment and to share information between the community and the police. The Demarest community will be made aware of ways that they can voice their concerns to the Bergen County Police and how to access our problem resolution procedures.

Members of the Bergen County Police will be available for community functions – either in regular patrol duties or more community outreach specific functions. These services have, in the past, been successful gateways to community involvement. Furthermore, residents of the Borough of Demarest will be able to avail themselves of educational services and public information services on topics of community safety, crime prevention, traffic safety and emergency preparedness. Demonstrations by the SWAT Team, K-9 Unit, Bomb Squad, Water Search and Recovery Unit, etc. are available to enhance community functions such as Demarest Day and other special events.

The residents and businesses of Demarest will be our community – to listen to, to advocate for, and to serve and protect.

- b. The nature of the Bergen County Police Department is unparalleled. The wide variety of specialized services and equipment demand a more highly skilled officer with a broader knowledge base. The benefit derived by Demarest is in an officer with a considerable knowledge support and technical expertise. All of the services routinely provided to municipalities in Bergen County will be seamlessly integrated into the daily policing of your community.

Furthermore, as Demarest's community partner, service to the municipality will be integrated into our efforts at continuous quality improvement. A Station Commander will be designated for the patrol and emergency management divisions where residents can express their concerns and participate in professional problem resolution.

The Bergen County Police will continue the community policing philosophy followed by the Demarest Police by assigning officers to the Demarest Station on a regular basis who will report directly to the Demarest Station Commander.

A contract with the Bergen County Police does not only secure police services. A contract includes a visible presence and the expertise to prevent many problems from occurring and dedicate the resources to quickly resolve them when they do.

IV. Mutual Aid

All current Mutual Aid agreements that the Demarest Police currently are part of will be continued and honored under the Bergen County Police.

V. Equipment Reimbursement

Upon the merger of the Demarest Police with the Bergen County Police, the County shall pay Demarest for its vehicles and Demarest Police Department Assets in accordance with the Exhibit B.

VI. Expansion of Operations

- A. The Demarest Station may be expanded to include no more than seven Northern Valley municipalities that desire to merge with the County Police. In the event of such a merger, the County shall provide a reasonable reduction in costs to Demarest. In the event the parties disagree about the reasonableness of such reduction the matter shall be assigned for a definitive and final determination by an arbitrator in accordance with the process set forth in below.

- B. In the event, that the County requires a fueling station site for County vehicles, Demarest shall lease space to the County for a dollar per year, on the condition, Demarest DPW vehicles shall be allowed at no cost to use the refueling station provided that the Borough pays for all gas used by its vehicles.

VII. Termination Clause

- A. In the event the County Police no longer exists as a separate entity or division of the County, the County of Bergen shall pay Demarest the costs associated with re-establishing a municipal police agency in the Borough of Demarest to provide the level of police services described in Section 1 hereinabove.
- B. In the event the Mayor and Council of Demarest determine that the County Police have breached this Agreement or not providing services in accordance with the terms of this Agreement the parties will select a mutually agreed upon arbitrator, who shall be a retired superior court judge or other professional with expertise in law enforcement, to act as an arbitrator. Such arbitrator shall make a determination as to:
 - C. 1.) Whether the county failed to provide the services in accordance with the Agreement; and if so:
 - D. 2.) What the costs will be for Demarest to re-establish a municipal police agency in the Borough of Demarest and provide the level of police services described in Section 1 hereinabove The County shall pay such amount within 30 days of such award.
- E. In the event that the Borough determines to terminate this Agreement for reasons set forth hereinabove, the Borough shall provide notice in writing at least, but no less than, 18 months prior to the proposed termination date, during which time the County shall continue to provide the services in this Agreement on a pro rata basis.

VIII. Proposed Fee for Services

The annual fees shall be paid on a quarterly basis with payments due within 30 days after the applicable quarterly property taxes are due to the Borough.

First Seven (7) Year Term

2012-2013 \$2,737,595.00

2013-2014 \$2,737,595.00

2014-2015 \$2,737,595.00

2015-2016 \$2,737,595.00

2016-2017 \$2,764,972.00 (1% increase)

2017-2018 \$2,820,271.00 (2% increase)

2018-2019 \$2,876,676.00 (2% increase)

Second Seven (7) Year Term with capped increases on fees based on the Consumer Price Index for Urban Wage Earners and Clerical Workers for New York, New York, using year 2018 to 2019 as the base year.

The County will indemnify, defend and save the Borough harmless for any and all claims and damages arising from or relating to the services to be provided by the County including any claims or damages by third parties against Demarest relating to this Agreement.

All services to be provided will comply with all local, county, state and federal laws, rules and regulations applicable to this proposal and to the work to be done hereafter.

This proposal is subject to approval by the County Executive, the Bergen County Board of Chosen Freeholders and the Borough of Demarest Mayor and Council.

SUBMITTED: _____ DAY OF _____, 2012