

FINAL REPORT



TWO RIVER REGIONAL POLICE STUDY GROUP



PHASE 1.0



**BOROUGH OF FAIR HAVEN
BOROUGH OF LITTLE SILVER
BOROUGH OF RUMSON**

COUNTY OF MONMOUTH, STATE OF NEW JERSEY



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**TWO RIVER
REGIONAL
POLICE STUDY**

FINAL REPORT

AUGUST 2008

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Key to Phase Descriptions

Phase 1.0 Fair Haven, Little Silver & Rumson

Phase 1.1 "Primary Phase 1"
Fair Haven, Little Silver & Rumson Sharing Resources

Phase 1.2 "Primary Phase 2"
Two River Police Department - REGIONALIZED

Phase 2.0 Shrewsbury & Oceanport (in addition to all Phase 1.0 Communities)¹

Phase 3.0 Meetings and Discussion

Phase 3.F Fair Haven

Phase 3.L Little Silver

Phase 3.O Oceanport

Phase 3.R Rumson

Phase 3.S Shrewsbury

¹ The Borough of Shrewsbury withdrew from this study prior to the initiation of the Investigation Phase.

Executive Summary

Background

This is an executive summary of the Final Report for Phase 1.0 of the Two River Regional Police Study Group, an analysis of the feasibility of regionalizing or otherwise sharing law enforcement services delivery in the Boroughs of Fair Haven, Little Silver and Rumson, three contiguous municipalities in Monmouth County, New Jersey. The report was prepared by the Patriot Consulting Group, Inc., which also conducted the investigation and analysis.

Status

Work on Phase 1.0 is complete and this report contains a detailed analysis of the feasibility of sharing law enforcement services in and between the Boroughs of Fair Haven, Little Silver and Rumson but does not recommend full regionalization at this time. The analysis and recommendations detail how these communities can now share police services and potentially regionalize their police services.

Methods

This report was prepared following an in depth study of the issues relative to the possible regionalization of police services. This analysis was executed utilizing a combination of interviews, site visits, and research, including reviewing documents, reports, run surveys, contracts, interlocal agreements, budgets, financial records, site plans, organization charts, codes, ordinances, resolutions, statutes, schedules, policies, procedures, guidelines, records and other items necessary or important to this assessment.

Results

The investigation and analysis resulted in a pool of data that suggested that regionalization of law enforcement service delivery in the studied area could realize potentially significant savings for the three municipalities in the study area. The analysis also suggested that significant service enhancements could be instituted through the sharing of specialized law enforcement functions.

Significant efforts to collect comparable response and call data and statistics will be required to properly assess the feasibility of fully regionalizing the three forces. Until such time as these efforts are undertaken, traditional, time-tested means and methods of sharing services between the three municipalities appears to be completely feasible.

Conclusions

Though it will be time and work intensive, the regionalization of public safety communications services, law enforcement services and ancillary and auxiliary police

functions will likely result in a significant improvement in service efficiency, a greater scope of law enforcement services and more varieties of services than the current system allows.

While full regionalization of law enforcement services has the single greatest potential to realize significant savings, significant observation and recording of how law enforcement officers are deployed, how efficiently they operate while deployed and what functions they are forced to perform during deployment must be earnestly and honestly executed before such a regionalization can be fully assessed and implemented.

Until such time, the three participating municipalities could formalize (and thereby legitimize) the existing sharing of police services, implement new shared police services and begin to collect the data necessary to properly and responsibly assess the feasibility of fully regionalizing police services.

This period of sharing some police services will allow officers, administrators and the public time to adjust to the idea of shared police services, grow accustomed to the operations of a potentially shared department, means test approaches to sharing services and making adjustments as appropriate and to generally learn important details about a potentially regionalized operation without actually regionalizing any service.

Should a fully regionalized operation be warranted, this report contains recommendations and models that, if adopted, could potentially save \$1.5 million (in 2011) to \$2 million (in 2017) a year while increasing the layers of law enforcement services from the one currently utilized to three layers of improved and enhanced law enforcement services.

If regionalization is warranted and these recommendations are adopted it is possible that the new police department would feature an independent, comprehensive and expertly trained regional communications operation; a fully staffed, multi-jurisdictional, mission driven and focused patrol operation; and more than a half dozen new, task-specific, customer-service oriented, specialized teams that not only protect the safety, health, welfare and morals of the jurisdiction, but more importantly, meet the needs, wants and desires of the people of Fair Haven, Little Silver and Rumson now and for the foreseeable future.

Recommendations

1. Traditional shared services agreements should be executed to implement the sharing of communications, information technology, detectives, youth aid, prisoner observation, purchasing and traffic functions between and among the three towns.
2. Preparations for and the establishment of a Joint Management Committee or other structure to oversee sharing and regionalization efforts.
3. Uniform collection of call data tracking how law enforcement officers are deployed, how efficiently they operate while deployed and what functions they are forced to perform during deployment should be implemented as soon as technologically feasible.
4. Consideration of the feasibility of a full regionalization of all law enforcement services should be done upon collection of a significant data set.

Final Report

Introduction

This document represents the Final Report of the Patriot Consulting Group's investigation into the feasibility of sharing law enforcement related services in and between the municipalities in the Two River Regional Police Study Group.

This report reflects over six months of survey, investigation and analysis of the various component parts of law enforcement service delivery in the participating communities. The recommendations and observations contained herein are designed to advise municipal leaders on the areas of law enforcement services that we believe are most feasible to be successfully shared.

Two River Regional Police Study Group Overview

The Two River Regional Police Study Group is an informal confederation of boroughs located in Monmouth County, New Jersey. They are most commonly identified by the two subgroups into which they were categorized at the outset of this investigation; Phase 1.1 consisting of the so-called "Rumson Neck" Boroughs of Fair Haven, Little Silver and Rumson and Phase 1.2 consisting of the Boroughs of Oceanport and Shrewsbury².

This report contains analysis and recommendations for Phase 1.1 municipalities only.

The Borough of Fair Haven has a land area of 1.55 square miles (4.0 km²) and is located along the Navesink River in eastern Monmouth County. The community is predominantly residential with a variety of commercial activities on River Road, including a quaint group of shops at its eastern end. The majority of the homes in the town were developed in the 1950s and 1960s. However, numerous older estate homes are situated along the Navesink.³

The Borough of Little Silver has a land area of 2.8 square miles (7.25 km²) and is located on the Shrewsbury River. The borough has had a varied history as a resort, agricultural area and fishing town. Today, the municipality is primarily residential with a range of housing types from ranches and capes to riverfront estate homes. The town's commercial area is within walking distance of many of the neighborhoods and is usually bustling with activity. Little Silver's historic train station was built in 1890 and still serves the needs of local commuters.⁴

The Borough of Rumson has a land area of 5.2 square miles (13.5 km²) and is located between the Shrewsbury and Navesink Rivers in eastern Monmouth County. In the late 1800s, Rumson became a popular area for estate homes and gentleman farms, which are still evident today along Rumson Road, earning the town its prestigious reputation. Rumson's small business district is surrounded by lovely homes on mid-sized lots on walkable, tree-lined streets.⁵

² Ibid.

³ Monmouth County Planning Board.

⁴ Ibid.

⁵ Ibid.

Population Statistics:⁶

Fair Haven	5,937
Little Silver	6,170
Rumson	7,137

The Patriot Consulting Group, Inc. (Patriot) is a professional public sector consulting firm specializing in municipal operations and incorporated as a professional corporation under the laws of the States of New Jersey. Patriot's corporate offices are located in Eatontown, New Jersey.

In the spring of 2007, the participating communities retained the services of Patriot to act as a Shared Services Consultant to these municipalities. The decision was made to conduct the feasibility study in two phases. Phase 1.1 would include the Boroughs of Fair Haven, Little Silver and Rumson.

Patriot wrote (and the participating municipalities received) a SHARE Grant from the State of New Jersey Department of Community Affairs. This grant would provide 90% of the funding needed to conduct Patriot's investigation. The final 10% would be funded by the five participating municipalities.

Scope

Patriot's contract divided their efforts into three phases:

1. Phase 1.0 – Fair Haven, Little Silver and Rumson
2. Phase 2.0 – Oceanport and Shrewsbury
3. Phase 3.0 – Follow up meetings with participating municipalities individually and/or collectively.

As work progresses, Patriot divided the work into subunits and/or "Primary Phases" that would more accurately reflect the recommendations and work yet to be performed. These subunits will be designated by the phase number followed by a decimal point and then a letter or number indicating the subunit. For instance, Phase 1.1 refers to "Primary Phase 1" of the implementation plan for Fair Haven, Little Silver and Rumson (Phase 1.0).

Municipalities Included in This Phase 1.1 Report

This Phase 1.1 report contains a detailed analysis of the law enforcement service delivery options in the Boroughs of Fair Haven, Little Silver and Rumson only. The analysis and recommendations contained herein only address these three communities and how they can share and possibly regionalize their police services.

Phase 1.1 does not include recommendations for the full regionalization of law enforcement services.

⁶ 2000 U.S. Census

Total Project Status

With the presentation of this report, Patriot's work on Phase 1.0 is complete, work on Phase 2.0 is approximately 70% complete and work on Phase 3.0 is approximately 25% complete.

Patriot recommends that each municipality consider the recommendations contained in this report and consider how and if implementation of any specific recommendation(s) are warranted. Clearly, the duly elected and appointed officials of any of the participating municipalities are the only qualified judges of whether a shared service makes sense financially, operationally, administratively or functionally. As such, the observations contained in this report are only recommendations based upon what Patriot believes to be the most feasible approach to sharing aspects of law enforcement. It is possible that some hybrid of these recommendations would be acceptable in all three communities.

Shared Services Overview

Historical Initiatives

Public safety services have historically been "untouchable" in terms of sharing of such services between and among multiple municipalities. For years, the so-called "Mutual Aid Doctrine" has assured that sharing of public safety services is almost exclusively done on an emergency basis and not as a matter of routine operations. The so-called "Mutual Aid Doctrine" is the often unwritten often unspoken but otherwise undeniable assurance between and among public safety professionals that emergency assistance, manpower, equipment and apparatus will be immediately deployed upon request or demand by those in need of such assistance without regard for (or pre-arrangement of) financial reimbursement or other payment for such services at the time of the request. This doctrine has allowed municipalities around the world to provide emergency services at a level appropriate for routine operations with a mutual aid mechanism in place to ensure adequate resources in the event of major event or emergency.

As the terrorist attacks on the United States on September 11, 2001 proved, even widely respected and highly regarded large public safety agencies such as the Fire and Police Departments of the City of New York (NY) and County of Arlington (VA) that seemingly have every possible tool, training and technology (not to mention enormous personnel resources) cannot be expected to single-handedly address extremely large and complex emergencies without the assistance of neighboring and unaffected municipalities.

So important is the Mutual Aid Doctrine to the public safety service, President George W. Bush directed that a National Incident Management System (NIMS) be developed to provide a consistent, flexible and adjustable national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location or complexity. Building on the existing Incident Command System then widely and successfully utilized in public safety agencies nationwide, NIMS incorporated a Multi-agency Coordination System and expanded use of Public Information Systems to help ensure that municipalities were prepared for emergencies of both routine and non-routine natures, were able to effectively call for, manage and deploy necessary

resources and were able to effectively communicate across agencies and sectors regardless of jurisdiction and function.

As the cost of providing public safety services has risen and the real, invented and/or imagined demand for more specialized training, equipment and resources increased, municipal leaders across New Jersey and around the nation have struggled to balance the good-government goal of providing outstanding public safety services that work better and cost less with the political and operational realities of maintaining identical hometown public safety departments in virtually every municipality regardless of size, population and crime rate. As the state's financial situation has continued to degrade over the past two decades, the "untouchable" nature of public safety departments slowly began to change.

While there have been precious few examples of the successful consolidation, outsourcing and regionalization of police departments in recent state history, two relatively recent successes in Hudson and Morris Counties are worth examining.

In the late 1990's the Mayors of North Bergen, West New York, Union City, Weehawken (and later Guttenberg) in Hudson County decided that their five municipal fire departments would better serve their urbanized communities by operating on a regional rather than local basis.

According to an October 1, 1998 New York Times article, the regional fire and rescue department would protect

an area of 165,000 people and 11 square miles where municipal boundaries are the yellow lines running down the middle of streets -- fire service budgets for the towns, which [then totaled] \$25 million, [were to] be cut by nearly \$5 million. In addition, their total of 347 firefighters and officers [was to] be cut to 302 by attrition, retirement and buyouts rather than layoffs.

The new North Hudson Regional Fire District [was to] have a single chief and . . . be run by a four-member commission made up of appointees of each mayor. Many of the decisions expected from the commission, . . . require[d] unanimous approval.⁷

When complete, the North Hudson regionalization effort was the largest regionalization of fire and rescue services in United States history. It was unprecedented in size, scope and complexity and was achieved through a combination of sheer political will and sizeable state financial incentives in the form of grants and tax reimbursements.

Due to the fact that the North Hudson regionalization was neither extensively researched (no written feasibility of the regionalization was ever conducted and no written plan or timeline of implementation was ever adopted) or responsibly implemented, the years that followed the swift regionalization effort have been plagued by numerous employment practices liability lawsuits and many hearings before the New Jersey Public Employment

⁷ Smothers, Ronald. "4 Hudson Towns Agree to Unite Their Fire Departments," New York Times, 1 October 1998.

Relations Commission. While enough of these cases have upheld the regionalization effort as to permit the continuation of the regional department, proper study, conscientious and well designed implementation and proper and specialized legal advice would likely have avoided much of this legal wrangling.

Ten years after the implementation of the North Hudson Regional Fire and Rescue service the five municipalities continue to enjoy the services of a regional fire department that has achieved the stated objectives of the regionalization. The amount of savings from this initiative, while characterized as "significant" by North Hudson officials, is likely lower than it would have been had extensive funds not been required to fight arguably avoidable lawsuits.

In a much smaller and simpler regionalization, the Township of Mine Hill in Morris County disbanded their police department in 2001 and contracted with the neighboring Borough of Wharton for law enforcement service delivery. According to the lead attorneys who negotiated the interlocal services agreement for Mine Hill,

It is clear that the contract has been beneficial to Mine Hill, Wharton and the respective taxpayers of the municipalities. Indeed, as set forth in detail below, Mine Hill and Wharton are now receiving more efficient and effective services. . . .

There has been an improvement in the crime statistics and the number of accidents reported in both municipalities. In Wharton, the biggest decreases have been in the numbers of robberies and motor vehicle thefts, which each decreased by a staggering 66 percent in 2003. Aggravated assault decreased by 42 percent, larceny decreased by 36 percent and burglary decreased by 33 percent in 2003. Additionally, the number of criminal complaints received in Wharton increased by 490 from 2002 to 2003. The total adult arrests increased by 49, and the total juvenile arrests increased by 10. Moreover, the increased number of officers in Wharton has improved the number of reported accidents in the municipality. Fourteen more accidents were reported, and 608 more motor vehicle summonses were issued in Wharton in 2003. "Wharton is enjoying the benefits of a larger, more comprehensive police force," pointed out Mayor Bill Chegwidden.

Likewise, crimes in Mine Hill have decreased since the consolidation of the police services. The number of robberies in Mine Hill was reduced from one to zero. Additionally, the crime statistics regarding larceny, burglary and aggravated assault greatly improved in Mine Hill. Larceny decreased by 42 percent, burglary decreased by 36 percent and aggravated assault decreased by 29 percent in 2003. As in Wharton, the total number of arrests, accidents reported and motor vehicle summonses in Mine Hill increased as well. . . . Prior to its contract with Wharton, Mine Hill was operating its nine-person police force for a projected cost of \$1,114,669.13. However, as noted above, the nine-person force was insufficiently providing police services in Mine Hill. Thus, if Mine Hill did not dissolve its Department in 2002 and

consolidate with Wharton, it would have had to increase to a 12-person force.

The total costs of the 12-person force was projected at \$1,323,811.56 — over \$400,000 per year more than the cost of \$918,750 to Mine Hill pursuant to the contract between Mine Hill and Wharton. This reduction in costs has led to an annual savings per household of approximately \$120 to \$250. As Mayor Leary observed, “This contract is saving Mine Hill a tremendous amount of money and, most importantly, it has escalated the safety of our community.” Thus, the police services in Mine Hill are operating efficiently, and actually saving taxpayers money in both communities.⁸

These are good examples of how regionalization of public safety services is both feasible and practical but as of the date of this report, there has never been a known regionalization of existing municipal police departments in New Jersey history. As such, the Two River Regional Police Study is at once a shared services initiative of both historic and routine natures.

Interlocal Legislation

A discussion of current statutes addressing shared services, interlocal agreements and other related legislation is contained in a separate annex at the end of this report. A complete copy of applicable legislation is also included in this annex.

Implementation Considerations

Throughout this study, Patriot has endeavored to conduct a fair, accurate and balanced evaluation of how the participating communities might share law enforcement services. Patriot made every effort to identify key stakeholders that could potentially be affected by the various implementation options and involved them very early in the investigation phase of this study. Specifically sought and included in this investigation were meetings with chief law enforcement officers, union and association representatives, middle managers, rank and file employees, sworn and non-sworn employees, clerical and communications employees as well as elected officials, senior appointed officials and other decision makers.

Patriot consultants stressed that while we were under contract with municipal elected officials to conduct this survey, we would also be truthful and honest participants with everyone who extended the same courtesy to our staff. While each group of stakeholders advocated the presumed interests special to their particular group, each group was more or less open to discussion, debate and the general free exchange of ideas and information.

Each municipality provided Patriot with essentially the same decision rules to guide our recommendations: any proposed sharing arrangement must both reduce costs and maintain or improve services or it would not be considered a valid arrangement. To that end, Patriot

⁸ Gagliardi, Vito A., Jr. and Frank A. Custode,. “Mine Hill and Wharton Join Forces; Shared Police Department Brings Safety and Savings,” *New Jersey Municipalities*, February 2005, p. 74-76.

endeavored to identify a model of sharing or regionalizing that would result in cost reductions and in improved or maintained service levels.

Survey Overview

In conducting this feasibility study, Patriot interviewed key stakeholders in each of the three municipalities. Specifically included were meetings with representative groups of elected officials (consisting of council committees of three or less individuals), key appointed officials, each community's chief law enforcement officer, union representatives, civilian employees, rank and file employees, clerical employees and mid-level managers.

At the end of every meeting and interview, participants were specifically asked if there was any other topic or information they would like to share before ending the interview. No participants responded in the affirmative.

At the end of every meeting and interview, participants were given business cards containing contact information for Patriot in general and for the interviewer specifically and urged to contact either or both should they have any questions or feel the need or desire to share any additional information with the project team. Only one such telephone call was received.

On two subsequent occasions, numerous specific participants were contacted by telephone and electronic mail to ask for additional feedback or to inquire if they had additional questions or information they deemed important to the investigation. No substantive responses were received to these inquiries.

Observations were made throughout the operational hours of the department, both day and night. Operations were assessed through actual observation both in the field and in headquarters. Records were reviewed, reports discussed, calls for service reviewed and in depth conversations on many topics germane to this report were had throughout the three organizations.

Additionally, briefings were held throughout the investigation and analysis phases to check our initial findings against the decision rules established in the mobilization phase. These briefings were conducted with both representative groups of the three elected bodies and the three chief law enforcement officers. Feedback obtained during these briefings has been incorporated into this report.

An overview of the data collected during these interviews is contained in a separate annex.

Police Identity, Culture and Philosophy

The Culture and Philosophy of these three agencies is almost indistinguishable. While the individual means to the end may differ somewhat, these agencies are committed to the idea of service to their customers. They share common goals that are tailored to meet the specific needs and demands of their communities.

These agencies provide the level and quality of service that most police departments in the United States strive to attain. Rumson, Fair Haven and Little Silver are able to provide this

level and quality of service for a variety of reasons. The socio-economic status of the three communities; the geographic configuration, which leaves Little Silver as the only town of the three with significant "pass through" traffic; the staffing levels of the three departments; and as a result of all of these factors, the low crime rate and demand for service.

The departments and the individual officers and employees pride themselves on the quality and level of service they individually perceive they are providing to their residents. The belief that they make a difference in their communities drives the ever-present desire and ambition to provide professional, personal service.

Identity is an area where these agencies differ. Not surprisingly, the very fact that the philosophy and culture of these agencies is similar contributes to the strongly held individual identity of each department. The members of each agency believe they know their community better than anyone else does or better than anyone else ever could. They fear that a regionalization would destroy that identity and eliminate the bond that exists between them and the citizens they serve.

In Fair Haven, Middle School children can still leave school at lunch time and walk home or to the business district for lunch. A street is closed each morning and afternoon to facilitate the large number of bicyclists going to and from the Middle School. All three communities perform property checks of individual residences when the occupants are away on business or vacation.

The Police Chief of Little Silver is present at the Elementary School every morning to assist with traffic and the safe passage of the students into the school building. Parents and juveniles often visit the Fair Haven Police Lieutenant, who serves as the juvenile officer, at his home if they have a problem or question.

In Rumson, a police motorcycle and several SUVs were donated to the police and fire departments by a resident. The members of the three departments believe that they significantly contribute to the quality of life of all the residents.

Extensive contact and evaluation of these three departments makes it quite clear that a phased-in approach to regionalization, which leaves the door open to retaining all three departments, is the most effective way to determine if regionalization is appropriate. The justification for this conclusion will be discussed later.

Staffing Comparisons

Departmental policies, procedures, organizational charts, schedules and other documentation related to the daily operation of all three agencies were reviewed extensively, both in interviews with key personnel and independently by Patriot staff.

The issue of the appropriate staffing level for any police agency is fraught with differences of opinion and with the presence of a myth that a formula exists for determining the appropriate size of a police agency. There are many factors that must be considered when attempting to make such a decision. Population, density of population, geography, land area,

socio-economics, crime rates, traffic studies and fiscal reality are just some of the factors involved. For agencies that are established, and for which there is a desire to review whether a reduction in staffing is appropriate, the task becomes even more difficult.

The perception of safety from crime is often more relevant to the public's opinion about their police than the rate of actual crime. The most difficult aspect of policing to measure is the effectiveness of preventing crime by the visibility of officers and the actual presence of police. No police agency can claim to know how many crimes they prevented by driving down a street or through the parking lot of a business or by the perception of criminals or violators that the police are too visible to chance the commission of an illegal act. Such is the case in all three of these municipalities.

Since the residents of the three communities have apparently accepted the current policing model as appropriate, the "lack of crime" factor looms large in determining the appropriate size of a consolidated agency.

Staffing Comparison to Similar and Area Municipalities

Currently, the combined population of all three towns is 19,244 and the total staffing of all three departments is 46. This represents a ratio of 2.39 officers per 1,000 of population, which exceeds the average for communities with similar populations and/or land areas of 2.12 officers per thousand. For the sake of comparison only, a reduction of 5.2 officers would be required to bring the three towns to the "average" number of officers per thousand in population. A reduction of 12.7 officers would be required to bring the three towns to the "average" number of officers per square mile of land area.

In other words, in terms of a comparison to other area and similar sized municipalities, the three studied towns are 38% overstaffed (by population) and 13% overstaffed (by land area).

The municipalities used in this comparison are only comparable in terms of population and land area. Other factors such as crime rates and conditions in some of these communities may not be comparable to the Two River area but for the sake of providing a simple, easy to understand comparison of other communities, Patriot has endeavored to offer a representative but far from exhaustive list of similar towns. In some cases, the towns shown may have the same land area but double the population—thus the staffing number may reflect higher crime rates, different policing philosophies or just different socioeconomic realities.

Patriot does not suggest that population and land area comparisons are wholly appropriate gauges of proper staffing, but rather offer the following charts for the sake of comparing other area police forces and those protecting similar communities in both size and scope.

The chart that follows is a comparison of other municipalities *in terms of officers per 1,000 population*.

RANK	Municipality	Area	Population	Officers	Officers/ 1,000	Officers/Sq. Mi.	Violent Crime/1,000	Non- Violent Crime/1,000
1	Raritan	37.8	19,809	19	0.96	0.50	0.4	8.6
2	Middletown	41.1	67,578	103	1.52	2.51	0.8	11.9
3	Plainsboro	11.8	20,215	32	1.58	2.71	0.6	9.9
4	Colts Neck	31.7	11,869	19	1.60	0.60	0.2	8.0
5	Hawthorn	3.4	18,218	31	1.70	9.12	0.5	13.6
6	Manalapan	30.8	37,169	66	1.78	2.14	0.7	10.0
7	Aberdeen	5.5	17,454	32	1.83	5.82	2.0	13.4
8	Maple Shade	4	19,079	35	1.83	9.14	1.8	23.6
9	Marlboro	30.6	39,843	74	1.86	2.42	0.4	10.1
10	Howell	60.9	50,548	94	1.86	1.54	1.2	9.4
10	Moorestown	15	19,017	38	2.00	2.57	1.0	22.0
11	Montville	18.9	20,839	42	2.02	2.22	0.4	10.8
12	Franklin Lakes	9.85	11,340	23	2.03	2.34	0.1	10.3
13	West Deptford	15.9	19,638	40	2.04	2.52	2.0	25.8
14	West Windsor	26	21,907	45	2.05	1.73	0.7	21.0
15	Florence	9.81	11,637	25	2.15	2.55	0.9	10.1
16	Glassboro	9	19,068	45	2.36	4.90	4.8	38.3
17	Two Rivers Area (3 Towns)	9.6	19,244	46	2.39	4.79	0.4	9.5
18	Tinton Falls	15.6	15,053	40	2.66	2.56	1.0	18.4
19	Millburn	10	19,765	53	2.68	5.35	0.9	39.4
20	Wall	30.6	25,261	71	2.81	2.32	1.0	19.0
21	Chatham Twp.	9.36	8,390	24	2.86	2.56	0.0	4.5
	TOTAL	436.94	512,941.00	997.00	44.57	72.91	21.77	347.60
	AVERAGE	20.81	24,425.76	47.48	2.12	3.47	1.04	16.55

Chart: Other municipalities ranked by number of officers per 1,000 in population.

The chart that follows is a comparison of other municipalities *in terms of officers per square mile of land area*.

RANK	Municipality	Area	Population	Officers	Officers/ 1,000	Officers/Sq. Mi.	Violent Crime/1,000	Non- Violent Crime/1,000
1	Raritan	37.8	19,809	19	0.96	0.50	0.4	8.6
2	Colts Neck	31.7	11,869	19	1.60	0.60	0.2	8.0
3	Howell	60.9	50,548	94	1.86	1.54	1.2	9.4
4	West Windsor	26	21,907	45	2.05	1.73	0.7	21.0
5	Manalapan	30.8	37,169	66	1.78	2.14	0.7	10.0
6	Montville	18.9	20,839	42	2.02	2.22	0.4	10.8
7	Wall	30.6	25,261	71	2.81	2.32	1.0	19.0
8	Franklin Lakes	9.85	11,340	23	2.03	2.34	0.1	10.3
9	Marlboro	30.6	39,843	74	1.86	2.42	0.4	10.1
10	Middletown	41.1	67,578	103	1.52	2.51	0.8	11.9
10	West Deptford	15.9	19,638	40	2.04	2.52	2.0	25.8
11	Florence	9.81	11,637	25	2.15	2.55	0.9	10.1
12	Tinton Falls	15.6	15,053	40	2.66	2.56	1.0	18.4
13	Chatham Twp.	9.36	8,390	24	2.86	2.56	0.0	4.5
14	Moorestown	15	19,017	38	2.00	2.57	1.0	22.0
15	Plainsboro	11.8	20,215	32	1.58	2.71	0.6	9.9
16	Two Rivers Area (3 Towns)	9.6	19,244	46	2.39	4.79	0.4	9.5
17	Glassboro	9	19,068	45	2.36	4.90	4.8	38.3
18	Millburn	10	19,765	53	2.68	5.35	0.9	39.4
19	Aberdeen	5.5	17,454	32	1.83	5.82	2.0	13.4
20	Hawthorn	3.4	18,218	31	1.70	9.12	0.5	13.6
21	Maple Shade	4	19,079	35	1.83	9.14	1.8	23.6
TOTAL		436.94	512,941.00	997.00	44.57	72.91	21.77	347.60
AVERAGE		20.81	24,425.76	47.48	2.12	3.47	1.04	16.55

Chart: Other municipalities ranked by number of officers per square mile in land area.

The chart that follows is a comparison of other municipalities *in terms of non-violent crimes per 1,000 population*.

RANK	Municipality	Area	Population	Officers	Officers/ 1,000	Officers/Sq. Mi.	Violent Crime/1,000	Non- Violent Crime/1,000
1	Chatham Twp.	9.36	8,390	24	2.86	2.56	0.0	4.5
2	Colts Neck	31.7	11,869	19	1.60	0.60	0.2	8.0
3	Raritan	37.8	19,809	19	0.96	0.50	0.4	8.6
4	Howell	60.9	50,548	94	1.86	1.54	1.2	9.4
5	Two Rivers Area (3 Towns)	9.6	19,244	46	2.39	4.79	0.4	9.5
6	Plainsboro	11.8	20,215	32	1.58	2.71	0.6	9.9
7	Manalapan	30.8	37,169	66	1.78	2.14	0.7	10.0
8	Marlboro	30.6	39,843	74	1.86	2.42	0.4	10.1
9	Florence	9.81	11,637	25	2.15	2.55	0.9	10.1
10	Franklin Lakes	9.85	11,340	23	2.03	2.34	0.1	10.3
10	Montville	18.9	20,839	42	2.02	2.22	0.4	10.8
11	Middletown	41.1	67,578	103	1.52	2.51	0.8	11.9
12	Aberdeen	5.5	17,454	32	1.83	5.82	2.0	13.4
13	Hawthorn	3.4	18,218	31	1.70	9.12	0.5	13.6
14	Tinton Falls	15.6	15,053	40	2.66	2.56	1.0	18.4
15	Wall	30.6	25,261	71	2.81	2.32	1.0	19.0
16	West Windsor	26	21,907	45	2.05	1.73	0.7	21.0
17	Moorestown	15	19,017	38	2.00	2.57	1.0	22.0
18	Maple Shade	4	19,079	35	1.83	9.14	1.8	23.6
19	West Deptford	15.9	19,638	40	2.04	2.52	2.0	25.8
20	Glassboro	9	19,068	45	2.36	4.90	4.8	38.3
21	Millburn	10	19,765	53	2.68	5.35	0.9	39.4
TOTAL		436.94	512,941.00	997.00	44.57	72.91	21.77	347.60
AVERAGE		20.81	24,425.76	47.48	2.12	3.47	1.04	16.55

Chart: Other municipalities ranked by number of non-violent crimes committed per 1,000 population.

Without knowing the demands on the staff, how the police staff is deployed, how efficiently they operate while deployed and what functions they are forced to perform during deployment, it is impossible to measure one staff against another.

Calls for Service; Call Statistics

An evaluation of calls for service reveals that the three departments respond to a similar

number of requests for service from the public on an annual basis. While two of the agencies capture data on calls for service in a very similar manner, one agency utilizes an expanded definition that results in a higher annual figure for calls for service. None of these methods is wrong, but the variance makes it difficult to perform an equal evaluation of identical factors. Adding to this uncertainty is the fact that, when taken as a group, the three municipalities have a disproportionately high number of calls for service compared to other area municipalities of like size and scope and even to some more urbanized municipalities while still having a lower reported crime rate.

It should be noted that the call data analyzed was either provided by the agency examined or, in the case of 9-1-1 calls received when serving as the municipal Public Safety Answering Point, the Monmouth County Sheriff's Department (MCSD) Communications Division.

Additionally, all three agencies utilize different dispatching and response data collection procedures. One agency does not capture arrival times for officers on complaints, making it impossible to determine response times. One agency continues to log many calls by hand into a written ledger book—a method of law enforcement data collection that has not been considered “state of the art” for over fifty years.

In an effort to offer some similar means of comparing call volumes across communities, this report uses Emergency 9-1-1 call data collected and provided by MCSD. This is a more valid comparison because the MCSD is the Public Safety Answering Point (PSAP) for each of the similar communities. The PSAP is the officially designated primary recipient of all 9-1-1 calls in the jurisdictions indicated. The similar communities also overwhelmingly provide their own police dispatching and use a local ten digit telephone number as their primary local contact and emergency number. As such, in the municipalities indicated, a 9-1-1 call is handled, and recorded, identically even though the individual placing the call would have had to decide whether to dial 9-1-1 or the local ten digit police telephone number. The 9-1-1 call data referenced in this report represents only 9-1-1 calls and not calls placed to the local police department, calls generated by walk in reports, officer initiated calls or departmentally developed calls.

The chart that follows shows a list of other Monmouth County municipalities ranked according to the total number of Emergency 9-1-1 calls received by the MCSD during 2007. Fair Haven, Rumson and Little Silver rank second, fifth and seventh, respectively and individually and rank ninth collectively in terms of total 9-1-1 calls. The average officer responded to thirty nine (39) 9-1-1 calls in 2007. This average 9-1-1 calls-per-officer would be tied in rank third, or a response rate of 3.25 Emergency 9-1-1 calls per officer per month.

Municipality	Population	Officers	911 Calls (2007)	911 Calls/Officer	911 Calls/Population
Spring Lake	3,575	14	431	31	0.121
Fair Haven	5,937	13	460	35	0.077
Oceanport	5,807	15	533	36	0.092
Union Beach	6,649	16	552	35	0.083
Rumson	7,137	17	594	35	0.083
Spring Lake Heights	5,106	13	630	48	0.123
Little Silver	6,170	16	723	45	0.117
Manasquan	6,310	18	758	42	0.120
<i>Two Rivers Area (3 Towns)</i>	<i>19,244</i>	<i>46</i>	<i>1,777</i>	<i>39</i>	<i>0.092</i>
Colts Neck	11,869	19	1,986	105	0.167
Aberdeen	17,454	32	2,220	69	0.127
Tinton Falls	15,053	40	3,579	89	0.238
Long Branch	31,340	99	6,289	64	0.201

Chart: Other Monmouth County municipalities ranked by total number of 9-1-1 calls received in 2007.

This chart and comparison does not include responses to non-9-1-1 calls and is not intended to make suggestions as to the overall calls per officer rate. Rather, this chart is provided to show a comparison of 9-1-1 calls across other Monmouth County municipalities. It is also important to note that each police agency has its own institutional theory on what contact number is promoted as the "emergency" telephone number. Agencies that promote 9-1-1 in educational settings, documents and imagery will tend to get a higher proportion of 9-1-1 calls to local headquarters ten digit telephone number calls.

Personnel Management & Deployment

The Federal Emergency Management Agency (FEMA), in its Incident Command Systems (ICS), describes span of control as the number of individuals or resources that one supervisor can manage effectively during emergency response incidents or special events.⁹

One striking issue is the "Span of Control" ratio of subordinates to supervisors in all three towns. Combined, the three agencies have a Span of Control of 2.5 to 1. A Span of Control of 4 or 5 to 1 is optimum. By this widely accepted measure, all three agencies appear to be "top heavy", and indeed two of the towns regularly employ a Captain/Deputy Chief of Police and a Lieutenant respectively, as primary patrol officers. The Captain/Deputy Chief of Police's primary function is as a patrol officer, while in another department the Lieutenant works patrol one day a week as his primary duty.

Such use of command and senior supervisory officers is indicative of police agencies that cannot, or will not properly utilize or are otherwise not properly utilizing senior officers;

⁹ Management Span of Control: Introduction to the Incident Command System (ICS100) (Federal Emergency Management Agency. Washington, D.C.)

have too many senior officers in comparison to junior officers; or have senior officers with insufficient rank-appropriate functions to perform. Regardless of the actual reason for such use in the studied towns the fact remains that there is between 50% and 63% more supervisory, senior and command level officers than optimally required for the number of junior officers currently deployed that require supervision and command.

The average overall crime rate, for all three agencies in 2006 was 9.9 per 1,000 residents, as reported by the Uniform Crime Report. The average *violent* crime rate for all three agencies during the same period was a scant 0.36 per 1,000 of population and the *non-violent* crime rate was 9.50 per 1,000 residents. This remarkably low incidence of crime clearly suggests that pooling police resources would be beneficial, feasible and appropriate.

Known Issues, Priorities & Commonalities

Traffic safety is a significant issue facing all three agencies. In fact, traffic violation complaints commonly account for a large percentage of the complaints made to police agencies in "bedroom communities." These complaints are not only generated by calls to the dispatcher for incidents occurring at the time of the call but frequently result from calls to the Police Chief or other staff complaining of an ongoing traffic problem.

All three agencies consider youth issues as a priority. One department has implemented a School Resource Officer in the Regional High School. All three agencies have officers assigned to youth related law enforcement duties, although the assignments are part-time (except for SRO) and include patrol officers, supervisors, and staff officers in the primary roles of Youth Officer. The area of youth crime and related issues would also benefit from a pooling of resources between the agencies.

These three police departments are very service oriented and strive to address the needs of their individual communities. Their operations are very similar and their policies have very few significant differences. All three agencies have adopted the Monmouth County Prosecutor's Policies regarding Major Crimes, Deadly Force, Civil Disturbances, etc.

From a purely operational standpoint (policies, procedures, training), regionalization would not be a difficult transition.

Overall Survey Observations

A cursory look at these three police agencies clearly indicates that regionalization is a common sense option, particularly in terms of geography, demand for service, crime rates and policing models.

Representatives of all three police agencies are concerned about a potential reduction in the quality and personal nature of the service each provides to their own citizens. There will no doubt be similar concerns on the part of the citizens themselves. However, and without exception, the concerns stated about such a reduction in service are generally unwarranted provided that honest efforts are made to reduce culture shock by:

- ◆ Adopting a phased, incremental implementation of shared services
- ◆ A purposeful and intentional period of common visual identity
- ◆ Careful and responsible study of staffing requirements based on actual demand and deployment figures
- ◆ Regional redeployment of resources to meet public demand, community goals and objectives and law enforcement missions, if warranted.

Given the aforementioned concerns and the previously discussed difficulties facing a complete regionalization, an alternative “phased” regionalization, focusing on functions common to all three agencies that have an immediate and positive effect on efficiency of service delivery, is most appropriate. The “phased” approach would also allow time for both citizens and employees to acclimate to the new approach and would allow officers time to work with and get to know their colleagues from the other two communities, which would make the full regionalization to have a smaller impact on operations and community alike upon implementation.

If, after the initial period of combining a limited scope of services, a complete regionalization no longer seems prudent, all three individual agencies could be retained.

Overview of Recommendations

In general, Patriot recommends the potential, eventual and phased regionalization of the Fair Haven, Little Silver and Rumson Police Departments into a new regional entity, hereinafter referred to as the Two River Police Department (TRPD). If a thorough analysis of diligently collected data on how officers are deployed, how efficiently they operate while deployed and what functions they are forced to perform during deployment indicates that a full regionalization of all services is appropriate, such a regionalization could take place in two primary phases over the course of three to ten years. The collection and analysis of data would be performed in the first of these phases.

Primary Phase 1 (Phase 1.1) would consist of the sharing of personnel, equipment and tactics in the following areas within the first year of operation:

- Communications
- Prisoner Observation & Caretaking
- Criminal Investigations
- Traffic
- Youth Aid
- Purchasing
- Information Technology

The three Chiefs of Police should also share patrol resources informally during Primary Phase 1 to coordinate staffing levels and ensure appropriate patrol coverage during the periods identified by the chiefs when the number of deployed staff is lower than they deem appropriate.

The second primary phase (Phase 1.2) would consist of the sharing of personnel, equipment and tactics in the area of patrol operations following approximately three years of operation under the first primary phase.

Specifically, full regionalization of the three departments, while potentially feasible in the long term (within ten years), is not immediately feasible due to a number of factors, both tangible and intangible, that threaten the viability of the regionalized service if not addressed in a proactive, responsible and diligent fashion.

Known and Anticipated Issues

Governance

First, the organization of the TRPD and its governing body must be carefully planned, properly legislated and competently implemented before the regional department could “stand up” and begin providing services to the involved municipalities. The three participating municipalities would have to negotiate and implement the terms and conditions of the Joint Management Committee that would have oversight of the TRPD. The financial breakdown of participation in the Joint Management Committee would have to be negotiated and agreed upon, funds properly allocated for same and day to day civilian management and administration agreed upon and implemented. This process could take months to years to properly execute, and special legal counsel would be beneficial, given the gravity of the decisions and issues at hand. Any such costs will likely be covered by NJ SHARE implementation grant funding, addressed in detail elsewhere herein.

Policies, Procedures & Guidelines

As with most municipal police departments, each of the participating departments has tailored their standard operating procedures (“SOPs”) to their own specific needs depending on internal and external factors. Examples include the size of the department, the range of services offered, service demands, etc. In many instances, there are common SOPs that stem from state statute, regulations and insurance requirements. A key obstacle to merging the three departments is to develop one unified standard operating procedure that is comprehensive and provides a structure to administrative functions and emergency response operations. To do this, the TRPD would need to establish a management system and infrastructure to develop, maintain and enforce SOPs effectively.

The TRPD would need to determine its standard operating practice, defined as accepted operating practices. Once the new department makes this determination, it would be able to identify SOPs that can be readily utilized from the existing SOPs as well as SOPs that must be added, changed or deleted to meet the departments operating requirements. The project team does not believe this will be difficult to do or onerous to achieve.

Needs Assessment Process Recommended

In moving ahead, it is recommended that a formal needs assessment process be initiated. This assessment would be conducted by a committee of representatives from the three participating departments. If possible, the committee should include risk management personnel/consultants and eventual review by appropriate legal representatives. The outcome of this formal review would be a document that can be used as a "blue print" for establishing the TRPD SOPs. This would include a detailed review of the existing SOPs, a list of what SOPs can be adopted or modified from the existing ones, a list of areas where SOPs would need to be created, and a rationale for doing so based on evaluation of the new departments operating environment. Furthermore, the document should identify deficiencies and inconsistencies in existing SOPs as well as a list of required modifications or additions.

It would most likely be impossible to address all changes identified in a needs assessment simultaneously; so a discussion of priorities and an action plan should be included. For example, all three participating departments are consistent with employment practice liability policies. Due to the nature of why these policies exist in the first place, these should be high priority and acted on immediately. Any action plan, at a minimum, should identify desired outcomes, assign responsibility, set realistic deadlines and provide for enough flexibility to allow for change and transition.

The result of this process would be a well designed SOP for the new TRPD that clarifies job requirements and expectations in a format that can be readily applied on the job. The SOPs would explain in detail what the TRPD would do in various situations that they most likely will encounter. In addition, by merging, the TRPD would improve operational efficiency, increase accountability and reduce liability.

Collective Bargaining

The three communities each have their own police department and the sworn employees of each department work under the terms and conditions of collective bargaining agreements (CBAs) separately negotiated by individual locals of the Policemen's Benevolent Association, Inc. with their respective municipal governing body.

An overview of the terms and conditions of these agreements is contained in a separate annex at the end of this report.

Facilities

Each of the three municipal police departments has their own police headquarters. Fair Haven and Rumson operate out of stand alone facilities, while Little Silver operates out of one wing of the municipal building.

An overview of the facility issues relative to this study is contained in a separate annex at the end of this report but information pertaining to specific facility issues may be found throughout this report and in other annexes.

Unknown factors

To the best of our information, there has never been a true regionalization of law enforcement services through regionalization of equal participants in the history of the State of New Jersey. As such, there is no blueprint for regionalizing police services under the laws of the State of New Jersey. There is no plan, directive, notice or guideline to follow. As such, Patriot cannot recommend immediate regionalization because prudence dictates that this process be done slowly, deliberately and with the cooperation of any and all state and county agencies that may play a role in the successful implementation of this plan.

Conversely, since no New Jersey municipalities have ever regionalized police services, no one knows for certain the potential improvements in service delivery and financial savings that may be enjoyed with a regionalized service. Patriot has endeavored to recommend gradual changes that, when properly implemented, would maximize the likelihood of realizing those improvements and savings.

Staffing

Data Collection Initiative Required

In addition to all of the reasons supporting a phased and deliberate implementation of the regional service listed above, the single biggest reason for proceeding deliberately in a phased manner is the fact that sufficient amounts and types of data on the demand for police services and the technical manner in which those services are delivered does not exist in a useable, reliable or comparable fashion in the three studied communities. Data on job tasks, workload and committed time should be collected through the use of readily available technology. But most importantly, the three municipalities must agree on the technicalities of what would define the various components of police service delivery. Mutually agreed upon definitions must include the following:

- ◆ Call for Service
- ◆ Committed Time
- ◆ Uncommitted Time
- ◆ Patrol Activities
- ◆ Criminal Investigation Activities
- ◆ Traffic Activities
- ◆ Administration Activities

Only when the definitions of these (and potentially other) components are agreed upon can the collection of comparable data begin.

Staffing Levels

After a period of approximately three years of solid and reliable data of equal components in the three municipal departments, the municipalities would be in a better to position to gauge the actual level of staffing necessary to provide the appropriate level of police services for the three towns on a regional basis. This data may then be used to project how many additional officers may be needed as the demand for police services increases or decreases. Additional data collection available on an ongoing basis after this three year period would provide increased reliability in the projections.

As such, it is impossible for the three towns to know for certain their actual demand for police services at this time. It is likewise impossible for the towns to know how regionalizing the law enforcement function will impact their collective ability to provide law enforcement services when regionalized.

Staffing Comparisons

Even if it is impossible to know how many officers the demand for law enforcement services in the three municipalities will dictate at this time, it is possible to use population and service area as factors to compare current and projected staffing scenarios. The chart below shows several area communities with similar areas and/or populations:

RANK	<i>Municipality</i>	<i>Area</i>	<i>Population</i>	<i>Officers</i>	<i>Officers/ 1,000</i>	<i>Officers/ Sq. Mi.</i>
1	Chatham Twp.	9.36	8,390	24	2.86	2.56
2	Franklin Lakes	9.85	11,340	23	2.03	2.34
3	Florence	9.81	11,637	25	2.15	2.55
4	Colts Neck	31.7	11,869	19	1.60	0.60
5	Tinton Falls	15.6	15,053	40	2.66	2.56
6	Aberdeen	5.5	17,454	32	1.83	5.82
7	Hawthorn	3.4	18,218	31	1.70	9.12
8	Moorestown	15	19,017	38	2.00	2.57
9	Glassboro	9	19,068	45	2.36	4.90
10	Maple Shade	4	19,079	35	1.83	9.14
10	Two Rivers Area (3 Towns)	9.6	19,244	46	2.39	4.79
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12	Millburn	10	19,765	53	2.68	5.35
13	Raritan	37.8	19,809	19	0.96	0.50
14	Plainsboro	11.8	20,215	32	1.58	2.71
15	Montville	18.9	20,839	42	2.02	2.22
16	West Windsor	26	21,907	45	2.05	1.73
17	Wall	30.6	25,261	71	2.81	2.32
18	Manalapan	30.8	37,169	66	1.78	2.14
19	Marlboro	30.6	39,843	74	1.86	2.42
20	Howell	60.9	50,548	94	1.86	1.54
21	Middletown	41.1	67,578	103	1.52	2.51
	TOTAL	436.94	512,941.00	997.00	44.57	72.91
	AVERAGE	20.81	24,425.76	47.48	2.12	3.47

Chart: Similar municipalities ranked by total population (2000 Census).

Other Staffing Considerations

Starting a new police department is not something that happens even rarely anymore in New Jersey. The Two River Police Study Group has the rare and precious opportunity to build a police department on the firm foundations of real community policing, strong customer service, efficient operations, responsible administration and strategic law enforcement service delivery.

While the participating towns are collecting the data discussed herein, there is an opportunity for the JMC to do something most municipalities and even more police departments never have time to do: Strategic Planning. The JMC should honestly analyze the strengths, weaknesses, opportunities and threats of law enforcement service delivery in the response area and establish police department mission and vision statements that reflect and share the community missions and goals for the TRPD. These missions and goals, in addition to effective resource management and the knowledge gained through the data collection process, would provide the JMC with a reliable model to determine appropriate staffing levels.¹⁰

Feasibility of Sharing Law Enforcement Services

It is feasible and appropriate to begin sharing law enforcement services in the non-patrol areas immediately and to begin the phase in some patrol functions relatively quickly.

Full Regionalization (Phase 1.2) may be feasible after a sufficient “run in” period under Phase 1.1, during which the data collection would occur. This will allow sufficient time for data collection as well as for successes under Phase 1.1 to be realized, to achieve “buy in” from employees and members of the public, for contract negotiations to take place, to organize the Joint Management Committee form of governance for the Regional function, to ensure rectification of logistical and technical issues and to address the unpredictable issues that may arise during Phase 1.1.

Potential Implementation Plan

In anticipation of the possible execution of Phase 1.2, the TRPD should be planned to reflect the organization chart shown in Diagram 1 (found in the appendix) sometime in the 2010 to 2012 time frame. The department should be organized with both a Chief Administrative Officer and a Chief Law Enforcement Officer to oversee executive/administrative functions and operational functions, respectively.

The Chief Administrative Officer would be responsible for overseeing “front office” operations, including human resources, insurance, finance and other support functions as well as directing the operations of the department’s Purchasing Bureau. The Chief Administrative Officer would be responsible to the Joint Management Committee (JMC) for liaison operations between the operational aspects of the TRPD and the JMC. The CAO

¹⁰ “Officers-per-Thousand: Formulas and Other Policy Myths,” John Campbell, Joseph Brann, and David Williams, International Association of Chiefs of Police.

would also be responsible for the overall performance of the department and guiding the department's vision and long-range planning according to the direction of the JMC. At the JMC's discretion, the Chief Administrative Officer (CAO) could, and arguably should, be designated as the "Appropriate Authority." The CAO should be responsible to the JMC to promulgate and adopt rules and regulations for the government of the department and the discipline of its employees.

The CAO should be considered an equal with the Chief Law Enforcement Officer in the organization of the department but would functionally have certain oversight powers over the entire department, including areas directed by the Chief Law Enforcement Officer. The cost of hiring and retaining a new CAO (or the proportionate costs of an existing employee to serve as CAO) will likely be paid by a NJ SHARE implementation grant.

The Chief Law Enforcement Officer (CLEO) would be the head of the operational (law enforcement service delivery) aspects of the police department and would be responsible to the Joint Management Committee for its efficiency and day to day operations, pursuant to NJSA 40A:14-118:

- a. Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel;
- b. Have, exercise and discharge the functions, powers and duties of the force;
- c. Prescribe the duties and assignments of all subordinates and other personnel;
- d. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision; and
- e. Report at least monthly to the appropriate authority in such form as shall be prescribed by such authority on the operation of the force during the preceding month and make such other reports as may be requested by such authority.

The CLEO would oversee two staff officers and two division commanders of the department. First, the department's Public Information Officer and its Internal Affairs Officer would both report directly to (and be considered part of) the Office of the Chief Law Enforcement Officer. Second, the commanders of the Administration Division and the Operations Division shall also report directly to the CLEO.

The Administration Division would consist of the following bureaus:

- ◆ Evidence & Supply Bureau
- ◆ Training Bureau
- ◆ Police Records Bureau

- ◆ Communications Bureau

The Operations Division would consist of the following bureaus and specialized teams therein:

- ◆ Patrol Bureau
 - Community Intervention Team
- ◆ Criminal Investigations Bureau
 - Detective Team
 - Youth Aid Team
- ◆ Traffic Bureau
 - Traffic Safety & Accident Investigation Team
 - Traffic Enforcement Team
 - School Crossing Guards

Phase 1.1: Implementation of Shared Law Enforcement Services (Primary Phase I)

Phase 1.1 consists of sharing personnel, equipment and tactics in the following areas within the first year of operation:

- Communications
- Prisoner Observation & Caretaking
- Criminal Investigations
- Traffic
- Youth Aid
- Purchasing
- Information Technology

In order to implement this service, it is recommended that the three municipalities formalize Shared Services Agreements that clearly define the means and methods of sharing these services as well as the manner of cost sharing, if any. Once the management decision has been made to share these services, the three municipal police chiefs will be duty bound to administer the details of the delivery of such services and should work together across jurisdictional lines to serve as formal advisors to the three governing bodies at first and, upon its incorporation, to the JMC on matters relative to the implementation and operation of the shared services.

Phase 1.1 should be implemented as soon as shared services agreements can be legally adopted and in whatever order such agreements are individually achieved. There is no reason to wait until all areas of sharing are agreed upon with the exception of communications and information technology which must be implemented together and before any shared field operations are implemented.

Patriot also suggests that shared purchasing functions are easily implemented with very little need for delay. Shared purchasing will also make bidding and buying of equipment for the communications and information technology services much easier and consistent and will likely result in lower acquisition costs as well, even though most, if not all such costs will be paid by NJ SHARE implementation grants.

Based upon the real implementation experiences in other new regional police operations, the amount of time required to effectively and efficiently implement all of Phase 1.1 need not exceed 120 days, provided the shared services agreements have been adopted and grant or other funding is in place.

During Phase 1.1, all of the services listed above would be delivered to the three municipalities by employees and officers working in teams on a cross jurisdictional basis. The officers and employees assigned to these functions would work together out of one of the three existing police facilities or at such other facilities as the three municipalities may choose or designate. Clerical support, if any, would be provided by the agency at which the bureau and/or team is assigned. Individual officers would remain sworn officers of their hiring agency and would report to their individual Chief of Police with the caveat that the three Chiefs must coordinate with each other in all respects regarding the shared officers.

While the three Chiefs of Police unanimously believe that this sharing arrangement would adversely affect their ability to effectively patrol and protect their individual communities, the project team asserts that proper and competent management and scheduling techniques, when purposefully deployed in an area with a known low crime rate and a reported low demand for services, will easily be able to dedicate the remaining officers to patrol functions effectively and efficiently while working in concert with the officers serving in the regionalized services of criminal investigations, traffic safety and youth services.

If, however, the three departments fail to continue to provide cross jurisdictional mutual aid to their fellow officers in the other communities as they currently do and traditionally have done with great success, then overtime may be required to fill the perceived gaps in coverage cited by the Chiefs. If this overtime is deemed necessary and appropriate, it should be noted that such costs may be covered by NJ SHARE implementation costs but, in any event, will only be temporary costs if a full regionalization is implemented in the near future.

The project team firmly asserts that these costs will not be necessary if a realistic and regional outlook is adopted by all parties and that appropriate deployment techniques using readily available technology and common sense are utilized by dispatchers and managers alike.

Enhanced Service and Other Benefits

While each municipality currently provides these services in some form, the recommendations contained herein would both formalize and enhance these services and the quality of life in the three communities. Residents would see swift reaction to complaints of all types with a more proactive, community oriented and results driven department.

Additionally, this initial sharing of services and personnel would allow sufficient time for these three agencies to work together on a regular and normal fashion, if even on a limited basis rather than on an irregular and emergency basis, as is now the case. Many of the perceived concerns about officers "knowing" their town better than officers from other communities would begin to be addressed by requiring officers to become intimately familiar with the culture, make up and layout of the other communities and would be enhanced by the fact that this familiarization would take place as a team that includes at least one officer from each community.

Specifically, regionalization will provide significant enhancement to the level of service delivered in the form of direct improvement in policies, programs and tactics and indirectly through increased career and tactical opportunities for police officers.

Officers will have the opportunity to be assigned to larger and specialized teams such as Criminal Investigations, Traffic Safety, or Youth Aid. The development and efficient operation of these units will boost uncommitted time of patrol personnel permitting patrol officers to concentrate on community policing initiatives and specific crime and order maintenance issues.

A larger geographic area of responsibility will provide additional challenges and a diversified workload for patrol officers and a central communications center with increased responsibility, specialized training and diversified assignments will give employees an enhanced sense of pride, ownership and professionalism. The initiation of a common dispatching and data collection system will broaden the ability of the department to provide first rate customer service to the public. Response data collection, analysis of calls for service, and workload analysis will result in more efficient distribution and deployment of personnel, boost uncommitted time, and allow for strategic planning to address issues of public safety and community order.

Specific tactics including bicycle and foot patrols, as well as directed patrols, and attendance at community meetings and functions will enhance the ability of officers to break down barriers in the community and become familiar with their customers.¹¹ Unplanned, positive interaction with juveniles in the community will be a direct result of these tactics and will be further bolstered by events and activities strategically designed to develop this relationship.

Regionalization would permit a more efficient Chain of Command with proper supervisor to subordinate ratios and proper deployment of supervisory personnel would result in improved evaluation of officers' performance and more direct supervision of day to day activities.

Consistent staffing levels in concert with central communications utilizing Global Positioning System (GPS), Automatic Vehicle Locator (AVL) technologies together with Automatic Number Identification (ANI) and Automatic Location Identification (ALI) software through Emergency 9-1-1 would greatly improve officer safety, response times and

¹¹ Directed Patrol is the dispatch of a unit to a particular location based upon an ongoing, continuous situation requiring police action, or the attempt to prevent or mitigate a crime or complaint. A frequent complaint by neighbors of disorderly juveniles congregating nightly at a specific location would be a potential Directed Patrol.

deployment patterns. Such technology, now widespread throughout the law enforcement community allows for effective, efficient service delivery across geo-political boundaries. A properly deployed regional department can easily serve the citizens of a geographically unique and demographically similar community with a common philosophy, policies, practices and commitment.

Perhaps most importantly, this period of sharing would give the municipalities and their employees a transition period during which contracts, work schedules and other working conditions can be addressed and discussed and mutual agreements reached. To do so would require foresight and commitment on the part of all parties involved.

Purchasing

The purchasing functions of the three departments should be centralized as soon as possible, with standardization of processes, equipment and incidental purchases being the goal. At the option of the three municipalities, the purchasing function could be provided by one municipality to the other two through a shared services agreement or a new shared employee or employees could be hired to perform this function specifically for the purposes of the regionalization effort. Clearly, the services of one or more of the municipal finance and clerks offices would be necessary to process the requisite purchase orders, requisitions, bids, etc. for the shared purchasing function and the details on how the three towns would share these functions and responsibilities must be detailed in the shared services agreement that must be negotiated and adopted to address this service.

It is recommended that the purchase and standardization of police vehicles, equipment, armory and uniforms be directed by the three municipalities and Chiefs of Police as soon as possible.

To that end, it is recommended that police vehicles be repainted, re-lettered and re-outfitted to look identical with the exception of the name of the municipality, which should be located in the same location on each vehicle. Besides the visual similarity, the standardized physical layout of a standard list of equipment and other incidental issues would make it easier for officers to transition from one vehicle to another from agency to agency. It would also send a clear message to the participants, officers and public that these are three police agencies and three municipalities committed to the true and equal sharing of services, personnel and equipment while retaining the necessary identification of the police agency still in effect. If and when full regionalization is implemented, the only change that would occur to the vehicle, other than the transfer of ownership, would be the elimination of the municipality name from the vehicle. Since the intent here is to emphasize the shared nature of the service, the municipality name should be located on the rear quarter panel of all marked vehicles rather than prominently featured, as would normally be the case.

Similarly, the uniforms of all officers should be standardized with the exception of the police agency patch which should remain unique to the officer's own agency. If and when full regionalization is implemented, the only visible changes to the officers' uniforms would be the replacement of the municipal police agency patch with the yet-to-be-adopted TRPD patch and the replacement of their old police agency badge with a new TRPD shield. At the

option of the JMC, the TRPD patch could replace the current municipal police agency patch sooner, provided a "rocker" patch with the municipal police agency name was affixed adjacent to the TRPD patch.

Finally, the three Chief Law Enforcement Officers should immediately analyze the combined armory needs of the three departments and endeavor to both standardize and streamline the three armories. Upon determination of what the armory would consist of, a purchasing plan should be created to expedite the implementation of the armory standardization.

Communications & Prisoners

Immediately begin the consolidation of the Communications functions of all three agencies into a central Two River Regional Public Safety Communications Center.

It is recommended that the communications and prisoner functions be temporarily located at the Little Silver Police Department because their communications center is the most technically and physically complete facility able to provide this service to all three municipalities. Some upgrades would be necessary to implement this service, but the availability of SHARE Implementation funding from the New Jersey Department of Community Affairs should cover this cost.

Rumson currently is planning to build a new facility that will include a two station dispatch facility. Long range plans for the TRPD should include a transition to the Rumson facility when it becomes operational. Limited funding from the New Jersey Department of Community Affairs SHARE program may be applicable to this endeavor.

It is also recommended that all three municipalities begin using Rumson's IMC police records system as soon as integration of the agencies is possible. Rumson would need to add additional licenses to their IMC contract, additional hardware for Little Silver and Fair Haven must be purchased and shared services agreements for the cost sharing of the IMC system must be negotiated between Little Silver and Fair Haven, with Rumson as the provider agency. SHARE Implementation funding from the New Jersey Department of Community Affairs should cover this cost.

The three departments and all shared teams should all operate on one primary frequency and rely on the remaining frequencies for tactical and special operations. Operating on one frequency will boost officer safety, efficiency and aid in the prompt delivery of officer aid and interoperability. Furthermore, since a key objective of the incremental sharing phase is to allow officers and dispatchers time to get used to working together across jurisdictional lines, operating on one frequency will facilitate this familiarization and eliminate most, if not all stated and implied concerns regarding officer inability to learn communities, residents and children, colleagues' voice modulation and other intangible yet perceived hindrances to regionalization.

When the communications function is technologically ready for implementation, all three municipalities' dispatchers should be scheduled to work as a team at the Little Silver

Communications Center. Clearly, time must be allocated for Rumson and Fair Haven dispatchers to be cross trained on the Little Silver equipment and likewise, Little Silver and Fair Haven staff must be cross trained on the Rumson IMC system. Given the expanded nature of the three towns sharing the IMC system, it is likely that cross training throughout the three departments would be necessary.

The three Chiefs of Police would need to coordinate with each other to develop standard SOPs for the operation of the Joint Communications Center if they are not willing or able to adopt Little Silver's Communications SOPs. At the very least, decisions would have to be made regarding interoperability rules, frequency assignments and usage and emergency operations. Any new standards would need to be communicated to the sworn staff and training given where appropriate. It is highly recommended that the Chiefs of Police make it clear to their own staffs that cooperation in implementing this service is expected from every employee, both sworn and non-sworn.

Patriot recommends that the communications center be staffed by two dispatchers around the clock until, and unless, the Chiefs of Police deem otherwise. Once the data collection phase is complete, more reliable staffing decisions can be made based upon the actual demands on the communications center staff rather than on projections based on other less-reliable criteria. While Patriot believes that lower levels of staffing may be permissible during overnight shifts and during off seasons, this assertion is based on estimates of actual demand than it is on facts and demand statistics that would be necessary to support that assertion. This study includes a total communications staff of eight civilian communications officers.

Immediately upon the implementation of the centralized communications function in the Little Silver facility, all prisoners taken into custody by any of the three agencies should be held at the Little Silver holding cells until such time as they are formally released from custody or transferred to the Monmouth County Correctional Institution, Monmouth County Youth Detention Center or other appropriate facility or agency. It is recommended that whenever a prisoner is in custody the communications staff acts as jailers unless policy dictates otherwise.

All three agencies require their dispatch personnel to monitor the cells when prisoners are being detained. Additionally, Rumson has the latest fingerprinting technology, and Rumson and Fair Haven recently agreed to share the cost of a new Breathalyzer to be housed at Rumson PD. While Fair Haven and Little Silver would have to transport prisoners a greater distance than currently, the improvement in efficiency due to the combined Communications Center would present immediate and permanent benefits.

In the last three years, the three departments have processed a total of 1,164 arrests and detained 115 prisoners in their cells for an average of 388 arrests and 38 prisoners annually—or just over one prisoner processed per day and just under one prisoner detained per week—for all three towns combined.

Finally, it is recommended that the three agencies immediately begin planning for upgrade training standards and equipment to transition the Communications Center to a fully operational Public Safety Answering Point (PSAP), which would enable the communications staff to receive and dispatch 9-1-1 calls in-house. The Monmouth County Sheriff's Office

Communications Division currently answers 9-1-1 calls for the three towns for a per-call fee. By moving this function back in-house, the departments would be able to decrease response time, improve customer service and eliminate the cost of paying the County to provide this service. Patriot recommends that the PSAP transition be planned to coincide with the move from Little Silver's Communications Center to the new Rumson Center.

Criminal Investigations (Detectives)

The Criminal Investigations functions of the three municipal departments should be centralized into one cross-jurisdictional bureau operating out of one of the three existing police facilities. The Criminal Investigation Bureau should consist of a Detective Team and a Youth Aid Team. The Detective Team should consist of one supervisor and two detectives and the Youth Aid Team should consist of one supervisor, two officers and Little Silver's existing School Resource Officer.¹²

As a cohesive unit, the Detective Team would conduct investigations throughout the three municipalities on a cross-jurisdictional basis as the demand for such services require. Case assignments would be made by the supervising detective. The three Chiefs of Police would need to coordinate with each other to develop standard SOPs for the operation of the Detective Team. At the very least, decisions would have to be made regarding the selection (and possible rotation schedule) of the supervising detective and assigned detectives. Any new standards would need to be communicated to the entire staff and training given where appropriate. It is highly recommended that the Chiefs of Police make it clear to their own staffs that cooperation in implementing this service is expected from every employee, both sworn and non-sworn.

The Detective Team would boost uncommitted time for Patrol Bureau officers as well. Once summoned to a crime scene and properly briefed, detectives would assume investigatory responsibilities from patrol officers, allowing them to return to their patrol responsibilities. With their specialized training, detectives would be more technically proficient in processing the crime scene and conducting their investigation than the average patrol officer who would otherwise perform these functions incidental to their primary function of patrol.

It is anticipated that this cross-jurisdictional criminal investigations approach would also lead to an increase in the number of solved cases, as information from all three communities would be everyday information to the officers serving in the bureau and would be more readily accessible and potentially applicable to open cases in other participating communities.

¹² Little Silver is currently the only agency that fields a School Resource Officer (SRO). For functional purposes, the SRO should be a part of the Youth Aid Team even though his responsibilities will generally not be cross jurisdictional. When the SRO is not assigned to school duties, he would revert to his non-SRO functions. If and when these functions are not youth aid or investigatory in nature, the officer would not report to the Criminal Investigations Bureau.

Youth Aid

Within the Detective Bureau, and operating as an independent cohesive unit, the Youth Aid Team would meet the expressed desire of each of the participating communities to better serve the youth of the community through increased positive and proactive outreach to those youth. Specifically, the Youth Aid Team should investigate crimes on school property; conduct investigations of all cases in which juveniles are victims or defendants (when possible); instruct D.A.R.E. and other drug education programs; participate in juvenile public relations programs and all youth community groups, including athletic teams, clubs and sports, Boy and Girl Scout and similar programs; maintain school “presence”; address all referrals to the New Jersey Division of Youth and Family Services (DYFS); review all complaints involving juveniles and conduct appropriate follow up investigations.

The Youth Aid Team would have the flexibility to not only conduct “traditional” youth-outreach and “juvenile services” functions but also to establish relations with non-traditional but high-need youth groups, such as those serving children with mental health issues. Recently, the International Association of Chiefs of Police held a summit on this topic, and the recommendations of that summit serve as an example of the flexibility and wide-ranging benefits of a Youth Aid Team. Among the recommendations include:

Communications - Address stigmas related to both children/youth with mental health challenges and the field of law enforcement and develop guidelines for communication between these groups.

Partnerships – Promote partnership strategies and create working models to include all relevant groups, with emphasis placed on cross-cultural experiences and a top down approach.

Law Enforcement – Develop and/or adapt existing training protocols, certification programs, and user-friendly tools that focus on the engagement of children and youth with mental health challenges.

Families and Youth – Learn local policies and develop guidelines for engaging law enforcement. Create forums to promote open communications between families/youth and law enforcement.

Mental Health Services – Identify gaps in services and develop strategies to overcome them. Assemble crisis response teams and encourage advanced crisis planning.

Advocacy - Examine policies concerning children/youth with mental health challenges and develop model policies that support positive police interventions with children with mental challenges.¹³

¹³ “Big Ideas for Smaller Police Departments,” International Association of Chiefs of Police, Winter 2008.

The addition of this service to the participating municipalities would greatly enhance what was stated to be the single most desired enhancement of a regionalized department—developing purposeful, outstanding, proactive, regular and positive relationships between the police department and the youth of the three communities. By institutionalizing (formalizing) this function, youth services can be delivered in a more predictable, useful, programmatic and reliable manner than was previously possible. Sports schedules, scout meetings and youth group agendas are regular, well-known and publicized, making scheduling a regular Youth Aid Team presence a relatively easy component of police service delivery and one with a high value to municipal leaders, police commanders, parents and children alike.

Traffic

The Traffic functions of the three municipalities should be centralized into one cross-jurisdictional bureau operating out of one of the three existing police facilities. The Traffic Bureau should consist of a Traffic Safety & Accident Investigation Team, a Traffic Enforcement Team and School Crossing Guards.

The Traffic Bureau should consist of one supervisor and three officers providing service to both Traffic Bureau Teams concurrently. It is the intent of this recommendation to provide traffic bureau functions twenty-four hours a day.

As a cohesive unit, the Traffic Safety & Accident Investigation Team would conduct traffic safety operations and accident scene investigations throughout the three municipalities on a cross-jurisdictional basis as the demand for such services requires. Individual assignments and missions would be made by the supervising officer. The three Chiefs of Police would need to coordinate with each other to develop standard SOPs for the operation of the Traffic Safety Team and the Accident Investigation Team, in particular. Any new standards would need to be communicated to the entire staff and training given where appropriate. It is highly recommended that the Chiefs of Police make it clear to their own staffs that cooperation in implementing this service is expected from every employee, both sworn and non-sworn.

In particular, the Traffic Safety & Accident Investigation Team would boost uncommitted time of patrol officers. Once traffic flow has been reestablished, patrol officers would return to their patrol duties, leaving the Traffic Safety Bureau officers, specially trained in Accident Analysis, to conduct the investigation and follow up. Patrol officers, in this instance, would perform immediate accident scene size up and response and then fall back to a scene safety role in support of the traffic safety officers. The Traffic Safety Bureau would work closely with the Monmouth County Serious Collision Analysis Response Team (SCART), as is currently the case in all participating municipalities.

Traffic safety officers would also be responsible for fulfilling the three traditional roles of police traffic safety officers: traffic lights, signs and signals.

The new alignment of the Traffic Bureau would also include the Traffic Enforcement Team. This team would provide targeted and special traffic enforcement throughout the three

municipalities, which allow for a rapid response to complaints of speeding or other traffic violations without removing patrol officers from their traditional function of patrol. This would also boost the amount of uncommitted time for patrol officers and help to guarantee that patrol officers would be an available, visible and present deterrent to crime and ready to respond to routine and/or emergency calls for service without being committed to traffic issues. This does not prevent Patrol Bureau officers from performing optional traffic duties or enforcing traffic laws, but these functions would be the exception rather than the standard functions for a patrol officer.

Crossing Guards

The three towns' rosters of crossing guards should be centralized into the Traffic Safety Bureau. At the option of the participants, it would be financially advantageous and thoroughly feasible for all of the crossing guards to be hired by one municipality that would then deploy the crossing guards to their posts in all three towns. This possibility would help to ensure adequate coverage for unexpected vacancies and emergencies.

Phase 1.2: Potential Implementation of Regionalized Law Enforcement Services (Primary Phase II)

Upon the successful implementation of Primary Phase I (and a sufficient period of service in that alignment), Patriot recommends that should the actual demand for service as evidenced by the successful and responsible collection of like call data suggest that a regional approach for all areas of law enforcement is appropriate then full regionalization into a new police agency should be created—herein referred to as the Two River Regional Police Department (TRPD).

There are two approaches to this regionalization, both of which are detailed herein. Each approach has its positive and negative aspects. To the extent possible, this report details these pros and cons, but there are also many assumptions that must be made in anticipating the conditions that would be encountered by the elected officials, the financial conditions and contractual obligations of the municipalities, the successes and failures of the shared services in Primary Phase I and other traits of the situation more than three years from now. Whenever an assumption is included in planning or estimates offered, the assumption will be detailed.

It must be plainly noted that Patriot only recommends the potential, eventual and phased regionalization of the Fair Haven, Little Silver and Rumson Police Departments into a new regional entity if a thorough analysis of diligently collected data on how officers are deployed, how efficiently they operate while deployed and what functions they are forced to perform during deployment indicates that a full regionalization of all services is appropriate

Implementation in General

The goal of the implementation of Primary Phase II is to stand down the three municipal police departments as we currently know them and to stand up New Jersey's first regional police department structured to serve the three communities of Fair Haven, Rumson and Little Silver and flexible enough to take on additional client municipalities as recipients of one or more law enforcement services.

As mentioned repeatedly in this report, the decision to implement Primary Phase II should only be made after sufficient data has been collected to responsibly measure the actual demand for law enforcement services and thereby reliably predict the proper staffing level for the TRPD. Regardless of what the staffing number is, the model remains the same and the course to implement the model remains a choice each municipality can make individually.

Implementation in Detail

The TRPD would have two functional branches; the Administrative & Executive Branch (A&E) and the Law Enforcement Branch (LE). The Chief Administrative Officer would oversee A&E functions including the Purchasing Division and the Finance Division, while the Chief Law Enforcement Officer would oversee LE functions, including the Administration Division and the Operations Division.

Details on implementation are contained in a separate annex at the end of this report.

Financial Analysis

For the purposes of estimating the savings possible under the regionalization plan, the financial analysis included a review of the latest (2007) financial data, including the contractual obligations of each municipality in effect in January 2008 along with the latest available Social Security obligations, the cost of holiday pay (where applicable), the known costs of sick and vacation time utilization, the known costs of providing health insurance and clothing allowances and the actual cost mandated by the 2008 Police and Fireman's Retirement System (PFRS) contribution requirements. Additionally, Patriot included known increases in taxes in fees where appropriate (including the actual 23% per year increase in the cost of PFRS contributions), estimated a conservative 5% increase per year in the cost of providing health insurance and projected a very conservative 3.5% increase in salary and step increases for any contractual year for which actual increases have not yet been negotiated.

It is critical to understand the fluid and unpredictable nature of this salary projection. If, for example, Little Silver were to negotiate a 4.5% annual increase instead of the "pegged" 3.5% increase actually used in this study, the Borough would pay an additional \$107,000 per year by 2017—almost \$1 million extra over the course of a decade. It is, therefore, easy to understand how seemingly small increases in negotiated salary increases can "snowball" personnel costs over time.

It is also critical to keep in mind that, for the purposes of comparability between municipalities (comparing like data to like data), Patriot has made certain assumptions based

upon known factors and historical data. When applicable, this report and the supporting data explain these assumptions.

As stated earlier, Patriot was directed to apportion costs among the three municipalities according to their proportionate share of current personnel costs minus an equal division of the combined savings.

Details regarding the financial analysis, potential costs and savings are included in a separate annex at the end of this report.

Projected Cost of Service

The cost of providing services during Primary Phase I (Shared Services) would be reduced slightly in each municipality due to the economies of scale realized in the regionalization of both purchasing decisions and communications operations as well as the potential for reductions in overtime due to regionalized special services and cross-border officer back-up. The cost of providing sworn law enforcement services would remain substantially unchanged in each of the three municipalities because their total staffing levels would be unchanged. The Chief Law Enforcement Officers would, as discussed, have to work closely and as a team to ensure that the shared officers assigned to the Detective Bureau (including the Youth Aid Team) and to the Traffic Bureau (including the Traffic Safety Team and Traffic Enforcement Team) are scheduled in such a fashion as to limit the impact on patrol operations and to restrict the use of overtime. If this means that patrol officers from the three municipalities may have to provide additional back-ups of their colleagues across municipal boundaries more than usual, then the three Chiefs should make it perfectly clear that this support is expected to be extended promptly and professionally with the goals of cooperation and success being paramount.

The total estimated cost of providing the regionalized service, in both Phases, is shown below. Further explanation follows:

	Fair Haven	Little Silver	Rumson
2008	1,670,116.55	2,499,821.55	2,676,689.40
2009	1,739,847.41	2,639,394.62	2,759,338.76
2010	1,803,248.25	2,753,219.83	2,858,702.06
2011	1,402,180.22	2,379,310.78	2,487,108.87
2012	1,453,442.06	2,466,304.74	2,578,001.56
2013	1,506,058.21	2,555,608.55	2,671,256.27
2014	1,560,650.28	2,648,266.07	2,768,012.82
2015	1,617,234.68	2,744,306.38	2,868,296.14
2016	1,675,815.26	2,843,737.55	2,972,107.85
2017	1,736,597.12	2,946,905.18	3,079,819.97

Chart: Total estimated cost (\$) of regionalized service in each municipality.

The preceding chart shows the total estimated cost of providing the regionalized service, assuming that the entire staff (sworn and unsworn) is paid at the top of the scale (Little Silver's Collective Bargaining Agreement Base Salary Rates) once regionalized and assuming that the total savings achieved in the recommended staffing model is shared equally by each community.¹⁴

Projected Savings

Each community is projected to save almost \$531,000 (\$1.59 million in combined savings), beginning with the first year of Primary Phase II (2011). This will equal almost \$11.6 million in combined cumulative savings by 2017 versus the cost of providing the service individually during the same time period.

Apportionment of Costs; Municipality Specific Costs/Savings

The Joint Management Committee would need to formally adopt (and the municipalities would have to formally accept) the formula that will dictate how the cost of the regional service should be apportioned from year to year. For the purposes of this report, Patriot was directed to divide all savings equally among the three municipalities and then apportion the balance of the cost of the service according to the proportion of their 2007 personnel costs.

Should the JMC wish to consider a different formula in the future, Patriot suggests that one or more of the following municipality-specific components be considered as variables:

- ◆ Total Equalized Valuation
- ◆ Population
- ◆ Calls for Service
- ◆ Types of Calls for Service
- ◆ Crime Rate
- ◆ Violent Crime

Decisions must be made regarding the apportionment of costs of services and personnel used by municipalities but owned by others or that benefit only one municipality. These decisions will likely have to be made on a case by case basis.

Total Savings Potential – All Areas

The total cumulative savings potential of these recommendations is \$11,594,638.84 by 2017 compared to the cost of maintaining these services separately over the next ten years.

¹⁴ Due to the vastly different responsibilities of the current civilian clerical staff in each municipality, civilian clerical staff were not included in this assessment. It is assumed that the cost/benefit of paying the small clerical staff at the top of the scale would be negligible and would require a realignment of responsibilities.

This is a very conservative estimate.

If collective bargaining agreements were to provide for salary increases of more than 3.5% per year under the current system of service delivery (which is highly probably), the total savings potential of regionalization would be even greater.

If the potential savings of cost avoidance, reimbursements, budget cuts and efficiencies that are included in this report were able to be reliably estimated, they would total in the hundreds of thousands of dollars, and would easily increase the total savings potential of regionalization to more than \$12 Million.

Additional Savings Potential; Executive, Legislative and Regulatory Action

Despite all of the “excitement” in the State of New Jersey regarding shared services, previous legislatures have done little to make the sharing of law enforcement services easy or, as some may argue, even possible. Although the Joint Legislative Committee on Government Consolidation and Shared Services heard testimony in 2006 that said, in part, that the two largest areas of potential savings from shared services was in the areas of education and public safety, all of the provisions limiting municipalities’ abilities to save money through shared police services were kept in the “new” *Uniform Shared Services and Consolidation Act*.

In particular, the terms and conditions of NJSA 40A:65-8 and 40A:65-17 (Preservation of seniority, tenure, pension rights for law enforcement officers) severely limits the ability of a local governing body from realizing savings by allowing an employee to determine for himself the manner in which he or she will be affected by a consolidation effort. This power, which is clearly a prerogative of management, has been stripped from management to protect the private and personal interests of a very small but politically influential special interest group—the members of the state chiefs of police association.

This statute allows effected chiefs of police to determine for themselves if they will accept demotion or retirement; fully protects their seniority, tenure and pension rights; guarantees them unique and expansive mandatory paid terminal leave; and guarantees them retroactive payment for any increases in compensation or benefits they would have received if they had remained on active duty. The statute does not indicate how long all such benefits and guarantees are required to be maintained.

Furthermore, these are benefits, assurances and guarantees that virtually no other local employee or group of employees receives. It is clearly special legislation passed for private benefit and it severely hampers the decisions and potential savings available to the municipalities. Without the financial incentives afforded through regionalization, the remaining benefits of regionalization would have to be singularly greater to justify regionalization alone.

Additionally, every individual law enforcement officer’s seniority, tenure and pension rights are also fully protected and guaranteed by the statute. No such officer is permitted to be

terminated in a regionalization, except for cause. Almost as an afterthought, the statute permits a reduction in force for “reasons of economy and efficiency.” Again, these are benefits that non-law enforcement officer employees do not have. Instead of permitting municipalities to make business decisions based on the merits of the decision the statute unduly, severely and artificially limits the municipalities to making business decisions based upon external, unrelated and unfunded mandates established by statute.

While not a part of the consolidation statutes, NJSA 40A:14-129 (Promotion of members and officers in certain municipalities) further hampers municipal regionalization efforts by requiring promotions from within the department. In creating a new department, municipal leaders should be free to exercise maximum latitude in identifying the best individuals to fill command and leadership positions for the new department. This statute has long confounded municipal leaders who, in an effort to improve and advance their often small police departments, are limited to choosing from among the limited number of ranking officers previously hired and promoted within the small department. This artificial limitation of potential candidates protects the private and personal benefits of a special interest group to the detriment of both good government and sound management practices.

Legislative action to ease or even eliminate these restrictions would greatly benefit any municipality hoping to reduce costs through shared police services. Any such action would likely be hard fought by police unions, such as the New Jersey State Policeman’s Benevolent Association and the New Jersey State Association of Chiefs of Police, among others.

Legislative funding for this endeavor is, however, a good potential source of revenue. Special legislative grants at the state and federal levels could be appropriated to offset any portion of this endeavor or to offset the potential savings lost due to special legislation barring municipal leaders from proactively acting to reduce costs in a meaningful way.

The Governor’s Office could direct his staff to aid the municipalities in many ways. Grant rules could be written to benefit communities such as these that are trying to make the “difficult decisions” Governor Corzine told municipal leaders he knew they would have to make to reduce costs and cut taxes. Personnel rules could be written to ease the transition from three departments to one regional department. The Governor could urge the legislature to change or drop the special protection provisions from NJSA 40A:65-8, *et. seq.* with the understanding that difficult decisions such as this require difficult action by the legislature. But perhaps most realistically, the Governor, in concert with the Legislature, could enact legislation that rewards municipalities for sharing law enforcement services by reinstating lost municipal aid, providing incentive funding upon the actual adoption of shared agreements, and generally make this an easier and most cost-effective process.

Additional Revenue Potential; Subscription & Advising Services

This report contains an organizational structure that is designed to be flexible and easily adapted for growth in terms of employees, services and participating municipalities.

A narrative of possible subscription services that may result in additional revenue to the TRPD is contained in a separate annex at the end of this report.

Likely Sources Cost Avoidance and External Funding

There are several known, anticipated or possible sources of potential funding available to the participating communities. This list is intended to provide a sample of possibilities and is not exhaustive.

SHARE Grant

Under the 2007 Rules of the Sharing Available Resources Efficiently (SHARE) Grant, administered by the New Jersey Department of Community Affairs, grant funding is available for the start-up, transition and implementation costs associated with new shared services initiatives. Funding amounts are determined by the total implementation cost of a project.¹⁵

According to the SHARE Program Highlights for 2007:

Grants of up to \$200,000 for implementation assistance are available. No local match is required.

Supplemental Support: Requests for assistance above \$200,000 will be considered in cases where the nature and complexity of the project or the number of participants requires additional resources for implementation. The Program will be guided by the reasonableness of the proposed expenditures, availability of local resources, potential for savings, and need for State assistance. Additional documentation and justification is required to support such requests.

Grants for capital equipment purchases and facility improvements necessary to establish the shared service are limited to the lesser of \$40,000 or the five percent capital cash down payment required under the Local Bond Law.

Ineligible Activities:

- Geographic Information Systems (GIS)
- Shared service programs authorized under any statute other than the Interlocal Services Act, the Municipal Regionalization Act, and the Consolidated Municipal Services Act, including joint insurance programs and cooperative purchasing programs.
- Salaries, wages, and ongoing operating costs are not generally eligible for SHARE assistance. Salaries may be eligible during a limited transition period when the service is being implemented, but once the service is operational, salaries and all other operating costs are local responsibilities.
- Early Retirement Incentive (ERI) programs.

Given the historic and comprehensive nature of this project and Governor Corzine's expressed intent that municipalities regionalize, consolidate and otherwise share municipal

¹⁵ The 2007 SHARE rules are the rules being utilized for this grant program as of the date of this report.

services on a scale such as this, Patriot fully expects grant funding to the participating municipalities to exceed the ranges noted above. It should also be noted that the ranges stated are for the 2007 program. Rules for the 2008 program are to include priority funding for municipalities with populations fewer than 10,000 and for municipalities regionalizing services.¹⁶

Patriot anticipates that all or some of the following costs will be funded by the 2008 SHARE program for varying periods of time:

- ◆ Implementation Administration
- ◆ Communications Equipment & Licensing (IMC)
- ◆ Communications Center Upgrades
- ◆ Police Identity (Uniforms, Vehicle Identification, etc.)
- ◆ Dispatcher Salaries & Benefits (during implementation)
- ◆ Portions of Chief Law Enforcement Officer Salaries
- ◆ Joint Management Committee Implementation
- ◆ Vehicles
- ◆ Loose Equipment
- ◆ Armory
- ◆ Certain Capital Improvement costs

Implementation Cost Avoidance; Grant Funding

Each municipality would realize savings in the form of cost avoidance or reimbursement from a variety of internal and external sources during the implementation period.

Until full regionalization occurs, Little Silver could potentially receive “rent” (more likely cost apportionment offsets) from Fair Haven and Rumson to offset the cost of using their Communications Center for their dispatch purposes. Any upgrades or improvements necessary to the Communications Center or related equipment would likely be borne by the New Jersey SHARE Implementation Funding program. 100% of these costs alone are allowable under the SHARE program. It is arguable whether “rent” costs during the implementation period would be allowable.

Fair Haven and Little Silver have considered purchasing their own IMC system which would cost over \$110,000 for the first year alone, and as much as \$16,000 per year in maintenance costs. Additional costs for compliant radios, computers, data conversion and similar start up costs are estimated to exceed \$35,000. If the regionalized communications service is implemented, both Fair Haven and Little Silver could realize a potential savings of over \$80,000 each in cost avoidance because these costs would likely be borne by the New Jersey SHARE Implementation Funding program. 100% of these costs alone are allowable under the SHARE program and any funds intended for the IMC system could be eliminated from proposed budgets or not spent in adopted budgets.

¹⁶ Hon. Joseph Doria, Commissioner of the New Jersey State Department of Community Affairs. Speech to the New Jersey State League of Municipalities, 6 March 2008. Trenton, New Jersey.

Similarly, Rumson's current IMC annual maintenance fee for the IMC system would be split three ways. It is possible that all of these costs will be allowable under the SHARE program during the implementation period.

The Borough of Rumson is also budgeting for the purchase of a LiveScan inkless electronic fingerprinting computer system. LiveScan allows fingerprints to be electronically transmitted to the United States Department of Justice for the purposes of executing criminal record checks. This system will greatly enhance the capabilities of all three agencies and will likely be used by all three agencies on a regular basis even if regionalization is never completed. However, LiveScan is estimated by Rumson's Chief of Police to cost in excess of \$35,000—funds that can be easily cut from Rumson's budget since reimbursement for a shared system would clearly meet the standards of the SHARE Implementation program.

All or most of the costs of upgrading the armory, fleet, uniforms, and radios should be reimbursed through the SHARE Implementation program as would training associated with the implementation of the regional communications and specialized law enforcement teams. These avoidable potential costs, which could easily reach into the hundreds of thousands of dollars, are all allowable in the SHARE program. Furthermore, the Study Group received both explicit and implicit assurances from the Commissioner of Community Affairs that the historic scope and nature of this regionalization would warrant special attention and efforts from the Department of Community Affairs to help ensure that the implementation costs of such a comprehensive shared service do not eclipse potential savings.

Upon the completion of implementation activities for Primary Phase II, the Joint Management Committee would take ownership or custodianship of the equipment and components used by the department through whatever legal arrangement brokered between and with the three municipalities. As with the components of Primary Phase I, it is imperative that the details of each step be properly and fairly negotiated by each participant before being formalized into the Interlocal Services Agreement.

General Implementation Considerations

The implementation of any or all of these recommendations will be time and detail intensive, likely requiring specialized administrative, legal and financial assistance on the behalf of all three communities, individually and as a group. Officials must be prepared and willing to address internal and external challenges. Finally, all participants must be prepared for the possibility that when accurate statistics are collected and analyzed after a sufficient collection period, the results of that analysis may drastically change the viability of these recommendations.

This report contains a cursory review of the three police contracts in effect at the time of this report and compares and contrasts the levels of benefits in each municipality. This report also contains an in depth but nonetheless cursory review of the financial considerations and situations in each municipality. The financial report reflects data provided to Patriot by the municipalities at the time of this report. Financial conditions, considerations and contractual obligations will change annually at best and the advancement

of employees through retirement, salary step increase and or rank promotion will change the financial status of the towns on an ongoing basis.

The amount of attention an unprecedented undertaking such as this would require should not be underestimated in any way. Many additional hours for coordination and planning meetings will be required of elected and senior appointed officials above and beyond what is currently required of them. Municipal staff will be expected to perform their functions vis a vis their current police operations while simultaneously preparing to implement and stand up for operation of an entirely new governmental entity with an entirely new police agency that will require the constant and continual “invention” of means and methods to do so. All parties will have to perform these functions both with their own municipal colleagues as well as their counterparts in two other municipalities. In general, municipal officials of every type must be willing and able to meet this challenge or the effort will suffer as a result.

The Joint Management Committee will have to organize their joint meeting, select leadership, set policy, goals and direction. This act alone will require both great trust and imagination on the part of all participants. Unlike a traditional shared service where one town provides a service while another receives the service, in a regional approach, such as this, all participants are supposed to be equals—but equals who will inevitably pay an unequal amount of money to participate.

Finally, probably the single greatest challenge facing this entire process is the level, quality and professionalism of participation on the part of the Chiefs of Police. Should they choose to act in the best interests of the community, the process will succeed—regardless of what they believe to actually be the “best interests” of the community. If they choose to be honest brokers on behalf of the officers serving with them as well as for the municipal officials they serve, the process will succeed.

Already, the chiefs have engaged Patriot’s consultants regarding some of the many details that must be addressed in implementing some or all of these proposals. To that end, it should be noted, that Patriot has endeavored to respect and protect the rights of the Chiefs of Police to assign their officers and control the operations of their departments. Patriot has specifically not made recommendations that would unduly impact on the Chiefs’ rights to make those decisions—unilaterally or in concert with their respective appropriate authorities. As an example, we are aware of concerns the Chiefs have with how to implement Primary Phase I without impacting on their ability to field sufficient patrol operations during the 2008 to 2011 interim. Rather than propose a solution to the perceived problem, (though we are fully prepared to do so if asked) Patriot instead opted to leave this, and the many other inevitable issues that must be discussed and decided, to the three individuals who now form the hinge between regionalization policy making and regionalization policy implementation.

Based upon Patriot’s extensive interactions with these three officers and many of the other senior police commanders in these communities, we are certain that the talent, intelligence, knowledge, skills and abilities exist in this cadre of professionals to make these important decisions competently and responsibly for all parties concerned.

Statutory Personnel Issues

A narrative and overview of statutory considerations in personnel matters is included in a separate annex at the end of this report.

Public Perception, Participation & Acceptance

Research conducted by both the International City/County Management Association in general and by Patriot specifically suggests that acceptance of a regionalized or shared police service is largely determined by demographic factors. Individuals ages 18 to 45 tended to be very supportive of the theory of sharing police services. Individuals 45 to 64 tended to be unsupportive of the theory. Individuals age 65 and over were generally supportive of shared police services. While the research does not explain why each age group expressed those feelings (and there are likely many different reasons and factors contributing to those responses) several general assumptions have been made.

Younger citizens tend to be more accepting of, and reliant on, technology in even the most mundane parts of everyday life. Concerns about the distance from their homes and businesses to the physical location of the "police station" are easily addressed by the knowledge that radio communications; traditional, cellular and digital telephone communications; wireless computer network interconnectivity and the use of computer technology are sufficiently developed and proven in terms of reliability and widespread usage to be dependably and regularly used to link a wide geographic area in a variety of applications, including law enforcement service delivery.

At the other end of the spectrum, senior citizens, particularly those on fixed incomes, tend to look for consistency and reliability of services and consistency or reduction in the cost of those services. In communities widely considered to be generally safe and quiet, senior citizens would look for that safety to be maintained at the lowest possible cost.

The manner in which the police employees conduct themselves during the transition will have a great impact on the reactions of the public. Taught from a young age to respect and even revere local police officers, people tend to believe and follow the lead of their local police force. If employees suggest that this transition will result in more crime, dangerous streets and reduction in police services, despite strong arguments and data to the contrary, the public will tend to believe the police employees rather than a detailed analysis of the facts.

If, however, the police employees are engaged and willing to participate in this process, and if municipal leaders work to force a consensus on how to best implement these enhancements for the best interests of the community at large, the public will be reassured by this cooperation and will tend to be accepting and supportive of the process.

Facility Issues

One significant challenge that has only been addressed tangentially herein is the issue of a proper facility to hold the various components of the TRPD now and in the future. During Primary Phase I, regionalized operations will operate out of the existing police facilities as assigned by mutual agreement of the Chiefs of Police while municipal (remaining) functions will continue to operate out of their own respective facilities.

Only when the JMC has decided the size and scope of the TRPD in terms of staffing and operations can the participants know if they already have a suitable facility, and if the planned Rumson facility will be acceptable for that purpose or if some other alternative will be necessary. However, for purposes of cohesion and *esprit de corps*, Patriot suggests that while the current facilities of the three communities are currently sufficient to house the proposed force, all TRPD functions should operate out of one central headquarters if and/or when financially feasible.

There is no way for Patriot to make an informed recommendation on this topic other than to add that it is likely that the regionalized TRPD will in all likelihood have at least thirty (most likely more) sworn officers with additional civilian employees and administrators rounding out the department's roster and that sufficient space for future growth of the department in size and scope should be of paramount concern.

Conclusion

The Boroughs of Fair Haven, Little Silver and Rumson currently deploy competent, dedicated and skilled law enforcement operations to serve their respective citizenries. At present, each the three municipalities offer a management-heavy policing model that provides essentially one "layer" of law enforcement services—a patrol-oriented department that provides ancillary law enforcement services when human and financial resources permit. Due, in large part, to the remarkably low crime rates in these municipalities, this single layer approach comprises a largely acceptable and seemingly appropriate level of law enforcement services.

This report contains recommendations that separately and collectively could potentially save \$1.5 million (in 2011) to \$2 million (in 2017) in tax dollars a year while deploying three "layers" of enhanced law enforcement services: an independent, comprehensive and expertly trained regional communications operation; a fully staffed, multi-jurisdictional, mission driven and focused patrol operation; and more than a half dozen new, task-specific, customer-service oriented, specialized teams that not only protect the safety, health, welfare and morals of the jurisdiction, but more importantly, meet the needs, wants and desires of the people of Fair Haven, Little Silver and Rumson now and for the foreseeable future.

Appendix

- I. Uniform Shared Services and Consolidation Act
- II. Locator Map of the Study Area
- III. Financial Analysis
- IV. Charts & Diagrams
 - a. Model Organization Chart
 - b. Comparable Municipalities (Officers per 1,000 Population)
 - c. Comparable Municipalities (Officers per Square Mile in Land Area)
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- V. Annexes
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Appendix I

Uniform Shared Services and Consolidation Act

UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

CHAPTER 63, P.L. 2007

AN ACT to encourage the financial accountability of local units of government through empowering citizens, reducing waste and duplicative services, clearing legal hurdles to shared services and consolidation, and supplementing, amending, and repealing sections of statutory law.

WHEREAS, The problem of high property taxes paid by New Jersey's residents is not easily solved, but can be ameliorated through changes to the laws designed to encourage government efficiency through shared services, regionalization, and consolidation; and

WHEREAS, The problem of political resistance remains a potent barrier to consolidation, especially since initial additional short-term costs may mask the long-term benefits of consolidation; and

WHEREAS, The Legislature should attempt to facilitate, by an improved and streamlined process that is tailored to local needs, that avoids the current thicket of overlapping and antiquated laws inhibiting interlocal cooperation, and that deals with Civil Service issues rationally; and

WHEREAS, The State largely has employed a "carrot" approach to incentivizing consolidation and service sharing for over 30 years, and for real progress to occur in reducing the rate of property tax increase, the "stick" approach is appropriate; and

WHEREAS, Providing citizens with the tools to gauge the efficiency of their local governments will help promote accountability and cost savings; now, therefore,

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

ARTICLE 1. SHARED SERVICES AND CONSOLIDATION

SUBARTICLE A. GENERAL PROVISIONS

40A:65-1 Short title.

Sections 1 through 35 of P.L. 2007, c. 63 (C. 40A:65-1 through C. 40A:65-35) shall be known and may be referred to as the "Uniform Shared Services and Consolidation Act."

40A:65-2 Findings, declarations relative to shared services and consolidation.

The Legislature finds and declares:

a. Historically, many specialized statutes have been enacted to permit shared services between local units for particular purposes.

b. Other laws, permitting a variety of shared services, including interlocal services agreements, joint meetings, and consolidated and regional services, exist but have not been very effective in promoting the broad use of shared services as a technique to reduce local

expenses funded by property taxpayers.

c. It is appropriate for the Legislature to enact a new shared services statute that can be used to effectuate agreements between local units for any service or circumstance intended to reduce property taxes through the reduction of local expenses.

40A:65-3 Definitions relative to shared services and consolidation.

As used in sections 1 through 35 of P.L.2007, c.63 (C.40A:65-1 through C.40A:65-35):

"Board" means the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs.

"Construct" and "construction" connote and include acts of construction, reconstruction, replacement, extension, improvement and betterment of lands, public improvements, works, facilities, services or undertakings.

"Contracting local units" means local units participating in a joint meeting.

"Director" means the Director of the Division of Local Government Services in the Department of Community Affairs.

"Division" means the Division of Local Government Services in the Department of Community Affairs.

"Governing body" means the board, commission, council, or other body having the control of the finances of a local unit; and in those local units in which an executive officer is authorized by law to participate in such control through powers of recommendation, approval, or veto, the term includes that executive officer, to the extent of the officer's statutory participation.

"Joint contract" means an agreement between two or more local units to form a joint meeting.

"Joint meeting" means the joint operation of any public services, public improvements, works, facilities, or other undertaking by contracting local units pursuant to a joint contract under section 14 of P.L.2007, c.63 (C.40A:65-14).

"Local unit" means a "contracting unit" pursuant to section 2 of P.L.1971, c.198 (C.40A:11-2), a "district" pursuant to N.J.S.18A:18A-2, a "county college" pursuant to N.J.S.18A:64A-1, a joint meeting, or any authority or special district that is subject to the "Local Authorities Fiscal Control Law," P.L. 1983, c.313 (C.40A:5A-1 et seq.).

"Operate" and "operation" mean and include acquisition, construction, maintenance, management, and administration of any lands, public improvements, works, facilities, services, or undertakings.

"Person" means any person, association, corporation, nation, State, or any agency or subdivision thereof, or a county or municipality of the State.

"Service" means any of the powers, duties and functions exercised or performed by a local unit by or pursuant to law.

"Shared service" or "shared" means any service provided on a regional, joint, interlocal, shared, or similar basis between local units, the provisions of which are memorialized by agreement between the participating local units, but, for the purposes of this act, does not include any specific service or activity regulated by some other law, rule or regulation.

"Shared service agreement" or "agreement" means a contract authorized under section 4 of P.L.2007, c.63 (C.40A:65-4).

"Terminal leave benefit" means a single, lump sum payment, paid at termination, calculated

using the regular base salary at the time of termination.

SUBARTICLE B. SHARED SERVICES

40A:65-4 Agreements for shared services.

a. (1) Any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

(2) Notwithstanding any law, rule or regulation to the contrary, any agreement between local units for the provision of shared services shall be entered into pursuant to sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.); provided, however, that agreements regarding shared services that are otherwise regulated by statute, rule, or regulation are specifically excluded from sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.).

(3) The board is authorized to render a decision in the determination of the statutory basis under which a specific shared service is governed.

b. Any agreement entered into pursuant to this section shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the director.

40A:65-5 Adoption of resolution to enter into agreement.

a. A local unit authorized to enter into an agreement under section 4 of P.L.2007, c.63 (C.40A:65-4) may do so by the adoption of a resolution. A resolution adopted pursuant to this section or subsection b. of that section shall clearly identify the agreement by reference and need not set forth the terms of the agreement in full.

b. A copy of the agreement shall be open to public inspection at the offices of the local unit immediately after passage of a resolution to become a party to the agreement.

c. The agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement.

40A:65-6 Local units sharing services, designation of primary employer; rules, regulations.

a. In the case of an agreement for the provision of services by an officer or employee of a local unit who is required to comply with a State license or certification requirement as a condition of employment, the agreement shall provide for the payment of a salary to the officer or employee and shall designate one of the local units as the primary employer of the officer or employee for the purpose of that person's tenure rights. If the agreement fails to designate one of the local units as the primary employer, then the local unit having the largest population, shall be deemed the primary employer for the purposes of that person's tenure rights.

b. A State department or agency with oversight over specific activities that are the subject of a shared service agreement may promulgate whatever rules and regulations it deems necessary to ensure that the service continues to be provided in accordance with the requirements of that department or agency.

40A:65-7 Specific services delineated in agreement; conditions.

a. An agreement made pursuant to section 4 of P.L.2007, c.63 (C.40A:65-4) shall specify:

(1) the specific services to be performed by one or more of the parties as agent for any other party or parties;

(2) standards of the level, quality, and scope of performance, with assignment and allocation of responsibility for meeting those standards between or among the parties;

(3) the estimated cost of the services throughout the duration of the agreement, with allocation of those costs to the parties, in dollar amounts or by formula, including a time schedule for periodic payment of installments for those allocations. The specification may provide for the periodic modification of estimates or formulas contained therein in the light of actual experience and in accordance with procedures to be specified in the agreement;

(4) the duration of the agreement, which shall be 10 years, unless otherwise agreed upon by the parties; and

(5) the procedure for payments to be made under the contract.

b. In the case when all of the participating local units are municipalities, the agreement may provide that it shall not take effect until submitted to the voters of each municipality and approved by a majority of the voters of each municipality voting at the referendum.

c. The agreement may provide for binding arbitration or for binding fact-finding procedures to settle any disputes or questions which may arise between the parties as to the interpretation of the terms of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities required by the agreement.

d. For the purposes of sections 4 through 13 of P.L.2007, c.63 (C.40A:65-4 through C.40A:65-13), any party performing a service under a shared service agreement is the general agent of any other party on whose behalf that service is performed pursuant to the agreement, and that agent-party has full powers of performance and maintenance of the service contracted for, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under the agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the party on whose behalf the agent-party acts pursuant to the agreement, except as the powers are limited by the terms of the agreement itself, and except that no contracting party shall be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by an agent-party unless that part or share is provided for in the agreement, or in an amendment thereto ratified by the contracting parties in the manner provided in sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) for entering into an agreement.

e. Except as the terms of any agreement may explicitly or by necessary implication provide, any party to an agreement entered into pursuant to section 4 of P.L.2007, c.63 (C.40A:65-4) may enter into another agreement or agreements with any other eligible parties for the performance of any service or services pursuant to sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.). The participation in one agreement shall not bar participation with the same or other parties in any other agreement.

f. Payment for services performed pursuant to an agreement shall be made by and to the parties, and at such intervals, as shall be provided in the agreement.

g. In the event of any dispute as to the amount to be paid, the full amount to be paid as

provided in subsection a. of this section shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the party having received the payment shall forthwith repay the excess.

40A:65-8 Preservation of seniority, tenure, pension rights for law enforcement officers.

a. Whenever two or more local units enter into an agreement, pursuant to section 4 of P.L. 2007, c.63 (C.40A:65-4), for the shared provision of law enforcement services within their respective jurisdictions, the agreement shall recognize and preserve the seniority, tenure, and pension rights of every full-time law enforcement officer who is employed by each of the participating local units and who is in good standing at the time the ordinance authorizing the agreement is adopted, and none of those law enforcement officers shall be terminated, except for cause; provided, however, this provision shall not be construed to prevent or prohibit a merged law enforcement entity from reducing force as provided by law for reasons of economy and efficiency.

b. To provide for the efficient administration and operation of the shared law enforcement services within the participating local units, the agreement may provide for the appointment of a chief of police or other chief law enforcement officer. In that case, the agreement shall identify the appropriate authority to whom the chief of police or other chief law enforcement officer reports and also shall provide that any person who is serving as the chief of police or other chief law enforcement officer in one of the participating local units at the time the contract is adopted may elect either:

- (1) to accept a demotion of no more than one rank without any loss of seniority rights, impairment of tenure, or pension rights; or
- (2) to retire from service.

A person who elects retirement shall not be demoted, but shall retain the rank of chief of police or other chief law enforcement officer and shall be given terminal leave for a period of one month for each five-year period of past service as a law enforcement officer with a participating local unit. During the terminal leave, the person shall continue to receive full compensation and shall be entitled to all benefits, including any increases in compensation or benefits, that he may have been entitled to if he had remained on active duty.

c. Whenever the participating local units have adopted or are deemed to have adopted Title 11A, Civil Service, of the New Jersey Statutes with regard to the provision of law enforcement services, and the agreement provides for the appointment of a chief of police or other chief law enforcement officer, the position of chief of police or other chief law enforcement officer shall be in the career service.

40A:65-9 Awarding of public contracts.

If any local unit performs a service on behalf of one or more other local units that are parties to an agreement that utilizes a private contractor to perform all or most of that service, or all or most of a specific and separate segment of that service, then that local unit shall award the contract for the work to be performed by a private contractor under the agreement in accordance with the "Local Public Contracts Law," P.L. 1971, c.198 (C.40A:11-1 et seq.).

40A:65-10 Approval of award of contract.

In the event that any authority, board, commission, district, joint meeting, or other body created by one or more local units proposes to enter into a contract under sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.), whereby that entity agrees to have performed on its behalf services, the cost of which shall equal one-half or more of the total costs of the services being performed by that entity immediately prior to the adoption of the proposed contract, then the contract shall require approval by resolution of the governing body of each local unit which created the entity or which has become a participant therein subsequent to its creation.

40A:65-11 Employment reconciliation plan included in agreement; conditions.

a. When a local unit contracts, through a shared service or joint meeting, to have another local unit or a joint meeting provide a service it is currently providing using public employees and one or more of the local units have adopted Title 11A, Civil Service, then the agreement shall include an employment reconciliation plan in accordance with this section that and, if one or more of the local units have adopted Title 11A, Civil Service, shall specifically set forth the intended jurisdiction of the Department of Personnel. An employment reconciliation plan shall be subject to the following provisions:

(1) a determination of those employees, if any, that shall be transferred to the providing local unit, retained by the recipient local unit, or terminated from employment for reasons of economy or efficiency, subject to the provisions of any existing collective bargaining agreements within the local units.

(2) any employee terminated for reasons of economy or efficiency by the local unit providing the service under the shared service agreement shall be given a terminal leave payment of not less than a period of one month for each five-year period of past service as an employee with the local unit, or other enhanced benefits that may be provided or negotiated. For the purposes of this paragraph, "terminal leave payment" means a single, lump sum payment, paid at termination, calculated using the regular base salary at the time of termination. Unless otherwise negotiated or provided by the employer, a terminal leave benefit shall not include extended payment, or payment for retroactive salary increases, bonuses, overtime, longevity, sick leave, accrued vacation or other time benefit, or any other benefit.

(3) the Department of Personnel shall place any employee that has permanent status pursuant to Title 11A, Civil Service, of the New Jersey Statutes that is terminated for reasons of economy or efficiency at any time by either local unit on a special reemployment list for any civil service employer within the county of the agreement or any political subdivision therein.

(4) when a proposed shared service agreement affects employees in local units subject to Title 11A, Civil Service, of the New Jersey Statutes, an employment reconciliation plan shall be filed with the Department of Personnel prior to the approval of the shared service agreement. The department shall review it for consistency with this section within 45 days of receipt and it shall be deemed approved, subject to approval of the shared service agreement by the end of that time, unless the department has responded with a denial or conditions that must be met in order for it to be approved.

(5) when an action is required of the Department of Personnel by this section, parties to a planned shared service agreement may consult with that department in advance of the action and the department shall provide such technical support as may be necessary to assist in the

preparation of an employment reconciliation plan or any other action required of the department by this section.

b. If all the local units that are parties to the agreement are subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes, the Department of Personnel shall create an implementation plan for the agreement that will: (1) transfer employees with current status in current title unless reclassified, or (2) reclassify employees into job titles that best reflect the work to be performed. The Department of Personnel shall review whether any existing hiring or promotional lists should be merged, inactivated, or reannounced. Non-transferred employees shall be removed or suspended only for good cause and after the opportunity for a hearing before the Merit System Board; provided, however, that they may be laid-off in accordance with the provisions of N.J.S.11A:8-1 et seq., and the regulations promulgated thereunder. The final decision of which employees shall transfer to the new employer is vested solely with the local unit that will provide the service and subject to the provisions of any existing collective bargaining agreements within the local units.

c. If the local unit that will provide the service pursuant to a shared service agreement is subject to Title 11A, Civil Service, of the New Jersey Statutes, but the local unit to receive the service is not subject to that Title, and the contracting local units desire that some or all employees of the recipient local unit are to be transferred to the providing local unit, the Department of Personnel shall vest only those employees who have been employed for one year or more in permanent status pursuant to N.J.S.11A:9-9 in appropriate titles, seniority, and tenure with the providing local unit based on the duties of the position. The final decision of which employees shall transfer to the new employer is vested solely with the local unit that will provide the service and subject to the provisions of any existing collective bargaining agreements within the local units.

d. If the local unit that will provide the service is not subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes, but the local unit that will receive the service is subject to that Title and the parties desire that some or all employees of the recipient local unit are to be transferred to the providing local unit, the transferred employees shall be granted tenure in office and shall only be removed or suspended for good cause and after a hearing; provided, however, that they may be laid-off in accordance with the provisions of N.J.S.11A:8-1 et seq., and the regulations promulgated thereunder. The transferred employees shall be subject to layoff procedures prior to the transfer to the new entity. Once transferred, they will be subject to any employment contracts and provisions that exist for the new entity. The final decision of which employees shall transfer to the new employer is vested solely with the local unit that will provide the service and subject to the provisions of any existing collective bargaining agreements within the local units.

40A:65-12 Provision of technical advice by Public Employment Relations Commission.

The Public Employment Relations Commission is specifically authorized to provide technical advice, pursuant to section 12 of P.L.1968, c.303 (C.34:13A-8.3), and mediation services to integrate separate labor agreements into single agreements for the shared service agreement. The commission may order binding arbitration, pursuant to P.L.1995, c.425 (C.34:13A-14a et al.), to integrate any labor agreement.

40A:65-13 Construction of power to share services.

It is the intent of the Legislature to facilitate and promote shared service agreements, and therefore the grant of power under sections 1 through 35 of P.L.2007, c.63 (C.40A:65-1 through C.40A:65-35) is intended to be as broad as is consistent with general law.

SUBARTICLE C, JOINT MEETINGS

40A:65-14 Joint contract for joint meeting for public services.

a. The governing bodies of any two or more local units may enter into a joint contract, for a period not to exceed 40 years, to provide for the formation of a joint meeting for the joint operation of any public services, public improvements, works, facilities, or undertakings which the local units are empowered to operate. The contract shall be entered into in accordance with the procedures set forth in subsection b. of section 16 of this bill.

b. A joint contract may provide for joint services for any services which any contracting local unit, on whose behalf those services are to be performed, is legally authorized to provide for itself. Those services include, but are not limited to, general government administration, health, police and fire protection, code enforcement, assessment and collection of taxes, financial administration, environmental protection, joint municipal courts, and youth, senior citizens and social welfare programs.

c. The joint contract shall set forth the public services, public improvements, works, facilities, or undertakings which the contracting local units desire to operate jointly, and shall provide in general terms the manner in which the public services, public improvements, works, facilities or undertakings shall be jointly operated, and the respective duties and responsibilities of the contracting local units.

d. No joint contract pursuant to this section shall authorize the operation of any property or service defined as a "public utility" by R.S.48:2-13, except as may otherwise be provided by law.

40A:65-15 Joint meeting deemed public body corporate and politic; powers.

a. A joint meeting is a public body corporate and politic constituting a political subdivision of the State for the exercise of public and essential governmental functions to provide for the public health and welfare.

b. A joint meeting has the following powers and authority, which may be exercised by its management committee to the extent provided for in the joint contract:

- (1) to sue and be sued;
- (2) to acquire and hold real and personal property by deed, gift, grant, lease, purchase, condemnation or otherwise;
- (3) to enter into any and all contracts or agreements and to execute any and all instruments;
- (4) to do and perform any and all acts or things necessary, convenient or desirable for the purposes of the joint meeting or to carry out any powers expressly given in sections 1 through 35 of P.L.2007, c.63 (C.40A:65-1 through C.40A:65-35);
- (5) to sell real and personal property owned by the joint meeting at public sale;
- (6) to operate all services, lands, public improvements, works, facilities or undertakings for the purposes and objects of the joint meeting;
- (7) to enter into a contract or contracts providing for or relating to the use of its services.

lands, public improvements, works, facilities or undertakings, or any part thereof, by local units who are not members of the joint meeting, and other persons, upon payment of charges therefor as fixed by the management committee;

(8) to receive whatever State or federal aid or grants that may be available for the purposes of the joint meeting and to make and perform any agreements and contracts that are necessary or convenient in connection with the application for, procurement, acceptance, or disposition of such State or federal aid or grants; and

(9) to acquire, maintain, use, and operate lands, public improvements, works, or facilities in any municipality in the State, except where the governing body of the municipality, by resolution adopted within 60 days after receipt of written notice of intention to so acquire, maintain, use, or operate, shall find that the same would adversely affect the governmental operations and functions and the exercise of the police powers of that municipality.

c. If the governing body of a municipality in which a joint meeting has applied for the location and erection of sewage treatment or solid waste disposal facilities refuses permission therefor, or fails to take final action upon the application within 60 days of its filing, the joint meeting may, at any time within 30 days following the date of such refusal or the date of expiration of the 60-day period, apply to the Department of Environmental Protection for relief. That department is authorized, after hearing the joint meeting and the interested municipality, to grant the application for the erection of the sewage treatment or disposal or solid waste treatment or disposal facilities, notwithstanding the refusal or failure to act of the municipal governing body, upon being satisfied that the topographical and other physical conditions existing in the local units comprising the joint meeting are such as to make the erection of such facilities within its boundaries impracticable as an improvement for the benefit of the whole applying joint meeting.

40A:65-16 Provisions of joint contract.

a. The joint contract shall provide for the operation of the public services, public improvements, works, facilities, or undertakings of the joint meeting, for the apportionment of the costs and expenses of operation required therefor among the contracting local units, for the addition of other local units as members of the joint meeting, for the terms and conditions of continued participation and discontinuance of participation in the joint meeting by the contracting local units, and for such other terms and conditions as may be necessary or convenient for the purposes of the joint meeting. The apportionment of costs and expenses may be based upon assessed valuations, population, and such other factor or factors, or any combination thereof, as may be provided in the joint contract.

b. (1) Notwithstanding any law to the contrary concerning approval of contracts, the joint contract shall be subject to approval by resolution of the governing bodies of each of the local units prior to its execution by the official or officials who are authorized to execute a joint contract.

(2) The joint contract shall specify the name by which the joint meeting shall be known.

(3) The joint contract may be amended from time to time by agreement of the parties thereto, in the same manner as the original contract was authorized and approved.

(4) A copy of every resolution creating a joint meeting, and every amendment thereto shall be forthwith filed with the director.

40A:65-17 Preservation of seniority, tenure, pension rights of law enforcement officers.

a. Whenever the governing bodies of two or more local units enter into a joint contract for the joint operation of law enforcement services within their respective jurisdictions, the contract shall recognize and preserve the seniority, tenure, and pension rights of every fulltime law enforcement officer who is employed by each of the contracting local units and who is in good standing at the time the ordinance or resolution, as the case may be, authorizing the contract is adopted, and none of those law enforcement officers shall be terminated, except for cause; provided, however, this provision shall not be construed to prevent or prohibit a merged law enforcement entity from reducing force as provided by law for reasons of economy and efficiency.

b. (1) To provide for the efficient administration and operation of the joint law enforcement services within the participating local units, the joint contract may provide for the appointment of a chief of police or other chief law enforcement officer. In that case, the joint contract shall identify the appropriate authority to whom the chief of police or other chief law enforcement officer reports and also shall provide that any person who is serving as the chief of police or other chief law enforcement officer in one of the participating local units at the time the joint contract is adopted may elect either:

(a) to accept a demotion of no more than one rank without any loss of seniority rights, impairment of tenure, or pension rights; or

(b) to retire from service.

(2) Any person who elects retirement shall not be demoted but shall retain the rank of chief of police or other chief law enforcement officer and shall be given terminal leave for a period of one month for each five-year period of past service as a law enforcement officer with the participating local unit. During the terminal leave, the person shall continue to receive full compensation and shall be entitled to all benefits, including any increases in compensation or benefits, that he may have been entitled to if he had remained on active duty.

c. Whenever the participating local units have adopted or are deemed to have adopted Title 11A, Civil Service, of the New Jersey Statutes with regard to the provision of law enforcement services, and the contract provides for the appointment of a chief of police or other chief law enforcement officer, the position of chief law enforcement officer shall be in the career service.

40A:65-18 Applicability of terms of existing labor contracts.

a. When a joint meeting merges bargaining units that have current contracts negotiated in accordance with the provisions of the "New Jersey Employer-Employee Relations Act," P.L.1941, c.100 (C.34:13A-1 et seq.), the terms and conditions of the existing contracts shall apply to the rights of the members of the respective bargaining units until a new contract is negotiated, reduced to writing, and signed by the parties as provided pursuant to law and regulation promulgated thereunder.

b. The Public Employment Relations Commission is specifically authorized to provide technical advice, pursuant to section 12 of P.L. 1968, c.303 (C.34:13A-8.3), and mediation services to integrate separate labor agreements into single agreements for the joint contract. The commission may order binding arbitration, pursuant to P.L. 1995, c.425 (C.34:13A-14a et al.), to integrate any labor agreement.

40A:65-19 Employment reconciliation plan; provisions.

a. When a local unit agrees to participate in a joint meeting that will provide a service that the local unit is currently providing itself through public employees, the agreement shall include an employment reconciliation plan in accordance with this section. An employment reconciliation plan shall be subject to the following provisions:

(1) a determination of those employees, if any, that shall be transferred to the joint meeting, retained by the contracting local unit, or terminated from employment for reasons of economy or efficiency subject to the provisions of any collective bargaining agreements within the local units.

(2) any employee terminated for reasons of economy or efficiency by the contracting local unit providing the service or by the joint meeting shall be given a terminal leave payment of not less than a period of one month for each five-year period of past service as an employee with the local unit, or other enhanced benefits that may be provided or negotiated. Unless otherwise negotiated or provided by the employer, a terminal leave benefit shall not include extended payment, or payment for retroactive salary increases, bonuses, overtime, longevity, sick leave, accrued vacation or other time benefit, or any other benefit.

(3) the Department of Personnel shall place any employee that has permanent status pursuant to Title 11A, Civil Service, of the New Jersey Statutes that is terminated for reasons of economy or efficiency at any time by either local unit on a special reemployment list for any civil service employer within the county of the agreement or any political subdivision therein.

(4) when a proposed joint contract affects employees in local units that operate under the provisions of Title 11A, Civil Service, of the New Jersey Statutes, an employment reconciliation plan shall be filed with the Department of Personnel prior to the approval of the joint meeting agreement. That department shall review the plan for consistency with this section within 45 days of receipt and it shall be deemed approved, subject to approval of the joint meeting agreement by the end of that time, unless that department has responded with a denial or conditions that must be met in order for it to be approved.

(5) when an action is required of the Department of Personnel by this section, parties to a proposed joint contract may consult with the department in advance of the action and the department shall provide such technical support as may be necessary to assist in the preparation of an employment reconciliation plan or any other action required of the department by this section.

b. If both the local unit and joint meeting operate under the provisions of Title 11A, Civil Service, of the New Jersey Statutes, the Department of Personnel shall create an implementation plan for employees to be hired by the joint meeting that will: (1) transfer employees with current status in current title unless reclassified or (2) reclassify employees, if necessary, into job titles that best reflect the work to be performed. The Department of Personnel shall review whether any existing firing or promotional lists should be merged, inactivated, or re-announced. Non-transferred employees shall be removed or suspended only for good cause and after the opportunity for a hearing before the Merit System Board, provided, however, that they may be laid-off in accordance with the provisions of N.J.S. 11A:8-1 et seq., and the regulations promulgated thereunder. The final decision of which employees shall transfer to the new employer is vested solely with the local unit that will provide the service and subject to the provisions of any existing collective bargaining agreements within the local units.

c. If the joint meeting operates under the provisions of Title 11A, Civil Service, of the New Jersey Statutes, and a local unit receiving the service is not subject to that Title, and the parties desire that some or all employees of the local unit be transferred to the joint meeting, the Department of Personnel shall vest only those employees who have been employed one year or more in permanent status pursuant to N.J.S.40A:9-9 in appropriate titles, seniority, and tenure with the providing local unit based on the duties of the position. The final decision of which employees shall transfer to the new employer is vested solely with the joint meeting and subject to the agreements affecting the parties, provided that those agreements do not conflict with the provisions of any existing collective bargaining agreements within the local units.

d. (1) If the joint meeting does not operate under the provisions of Title 11A, Civil Service, of the New Jersey Statutes, and the local unit receiving the service is subject to that Title, and the parties desire that some or all employees of the recipient local unit are to be transferred to the joint meeting, then the transferred employees shall be granted tenure in office and shall be removed or suspended only for good cause and after a hearing. The transferred employees shall be subject to layoff procedures prior to the transfer to the new entity. Once transferred, they will be subject to any employment contracts and provisions that exist for the new entity. The final decision of which employees shall transfer to the joint meeting is vested solely with the joint meeting and subject to the provisions of any existing collective bargaining agreements within the local units.

(2) A joint meeting established after the effective date of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) that affects both employees in local units subject to Title 11A, Civil Service, of the New Jersey Statutes and employees in local units not subject to that Title, shall determine whether the employees of the joint meeting shall be subject to the Title. If the joint meeting determines that the employees shall not be subject to Title 11A, Civil Service, of the New Jersey Statutes, then the employees from the local units in which the Title is in effect shall have the same rights as employees transferred pursuant to paragraph (1) of this subsection.

40A:65-20 Constitution, appointment of management committee.

a. The joint contract shall provide for the constitution and appointment of a management committee to consist of at least three members, of which one shall be appointed by the governing body of each of the local units executing the joint contract. The members shall be residents of the appointing local unit, except that a member who is the chief financial officer, business administrator, municipal administrator, or municipal manager of the local unit making the appointment need not be a resident of the appointing local unit. The appointees may or may not be members of the appointing governing body. Each member of the management committee shall hold office for the term of one year and until the member's successor has been appointed and qualified. In the event that there is an even number of local units that are parties to the joint contract, the management committee shall consist of one member appointed by each of the governing bodies and one member selected by the two other appointed members.

b. The management committee shall elect annually from among its members a chair to preside over its meetings. The management committee may appoint such other officers and employees, including counsel, who need not be members of the management committee or members of the governing bodies or employees or residents of the local units, as it may deem

necessary. The employees appointed by the management committee shall hold office for such term not exceeding four years as may be provided by the joint contract. The management committee shall adopt rules and regulations to provide for the conduct of its meetings and the duties and powers of the chairman and such other officers and employees as may be appointed. All actions of the management committee shall be by vote of the majority of the entire membership of the committee, except for those matters for which the contract requires a greater number, and shall be binding on all local units who have executed the joint contract. The management committee shall exercise all of the powers of the joint meeting subject to the provisions of the joint contract.

The joint contract may provide for the delegation of the administration of any or all of the services, lands, public improvements, works, facilities or undertakings of the joint meeting to the governing body of any one of the several contracting local units, in which event such governing body shall have and exercise all of the powers and authority of the management committee with respect to such delegated functions.

40A:65-21 Apportionment of operating costs by management committee.

The cost of acquiring, constructing, and operating any public improvements, works, facilities, services, or undertakings, or any part thereof, as determined by the management committee, shall be apportioned among the participating local units as provided by the joint contract. Each local unit shall have power to raise and appropriate the funds necessary therefor in the same manner and to the same extent as the local unit would have if it were acquiring and constructing the same for itself, including the power to authorize and issue bonds or other obligations pursuant to the "Local Bond Law," N.J.S.40A:2-1 et seq. The management committee shall certify to the participating local units the cost of the acquisition or construction, as well as the apportioned shares thereof, within 15 days after its action thereon.

40A:65-22 Certification of costs and expenses by management committee.

The management committee, not later than November 1 of each year, shall certify to the participating local units the total costs and expenses of operation, other than acquisition and construction costs, of the services, public improvements, works, facilities, or undertakings for the ensuing year, in accordance with the terms and provisions of the joint contract, together with an apportionment of the costs and expenses of operation among the participating local units in accordance with the method of apportionment provided in the joint contract. It shall be the duty of each participating local unit to include its apportioned share of such costs and expenses of operation in its annual budget, and to pay over to the management committee its apportioned share as provided in the joint contract. Operations under the budget and related matters shall be subject to and in accordance with rules of the Local Finance Board or the Commissioner of Education, as appropriate. The Local Finance Board shall be responsible for the determination of the appropriate rule-making authority with regard to each joint contract. For the first year of operation under the joint contract, a participating local unit may adopt a supplemental or emergency appropriation for the purpose of paying its apportioned share of the costs and expenses of operation, if provision therefore has not been made in the annual budget.

40A:65-23 Termination of joint contract.

The joint contract shall be terminated upon the adoption of a resolution to that effect by the governing bodies of two-thirds of the local units then participating; except that if only two local units are then participating, adoption of a resolution by both units shall be required to terminate the contract. The termination shall not be made effective earlier than the end of the fiscal year next succeeding the fiscal year in which the last of the required number of local units adopts its termination resolution.

40A:65-24 Existing joint meeting, public school jointure unaffected.

Any joint meeting or public school jointure formed under a previous law is continued and shall be governed under the provisions of sections 1 through 35 of P.L.2007, c.63 (C. 40A:65-1 through C.40A:65-35).

SUBARTICLE D. LOCAL OPTION MUNICIPAL CONSOLIDATION

40A:65-25 Findings, declarations relative to municipal consolidation.

a. The Legislature finds and declares that in order to encourage municipalities to increase efficiency through municipal consolidation for the purpose of reducing expenses borne by their property taxpayers, more flexible options need to be available to the elected municipal officials and voters than are available through the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.).

b. (1) In lieu of the procedures set forth in the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.), the governing bodies from two or more contiguous municipalities may apply to the board for either:

- (a) approval of a plan to consolidate their municipalities; or
- (b) creation of a Municipal Consolidation Study Commission, as described in subsection c. of this section.

(2) A representative committee of registered voters from two or more contiguous municipalities may petition the board for the creation of a Municipal Consolidation Study Commission, as described in subsection c. of this section. The petition, to be sufficient, shall be signed by the registered and qualified voters of the municipalities in a number at least equal to 10% of the total votes cast in those municipalities at the last preceding general election at which members of the General Assembly were elected.

(3) The board shall provide application forms and technical assistance to any governing bodies or voters desiring to apply to the board for approval of a consolidation plan or the creation of a Municipal Consolidation Study Commission.

(4) A consolidation commission established pursuant to P.L.1977, c.435 (C.40:43-66.35 et seq.) in the year prior to enactment of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) may apply to the Local Finance Board for approval to use the provisions of section 25 through 29 of P.L.2007, c.63 (C.40A:65-25 through C.40A:65-29).

c. An application to create a Municipal Consolidation Study Commission shall propose a process to study the feasibility of consolidating the participating municipalities into a single new municipality or merging one into the other. The application shall include provisions for:

- (1) the means of selection and qualifications of study commissioners;
- (2) the timeframe for the study, which shall be no more than three years, along with key

events and deadlines, including time for review of the report by State agencies, which review shall be no less than three months;

(3) whether a preliminary report shall be issued in addition to the final report;

(4) whether the development of a consolidation implementation plan will be a part of the study;

(5) the means for any proposed consolidation plan to be approved, either by voter referendum, by the governing bodies, or both and

(6) if proposed by a representative group of voters, justification of that group's standing to serve as the community advocate for the consolidation proposal.

d. (1) An application to the board for consideration of a consolidation plan or to create a Municipal Consolidation Study Commission shall be subject to a public hearing within each municipality to be studied, and a joint public hearing in a place that is easily accessible to the residents of both or all of the municipalities.

(2) The public hearings shall be facilitated by the board and conducted in accordance with the provisions of the "Senator Byron M. Baer Open Public Meetings Act," P.L.1975, c.231 (C.10:4-6 et seq.).

(3) After approval of a plan by the board, it may be amended upon petition to the board by the applicant. Based on the nature of the amendment, the board may decide to hold a public hearing in any of the municipalities affected by the plan, or at a regular meeting, or both.

e. Every Municipal Consolidation Study Commission shall include a representative of the Department of Community Affairs as a non-voting representative on the commission. The representative shall not be a resident of a municipality participating in the study. The department shall prepare an objective fiscal study of the fiscal aspects of a consolidation and shall provide it to the commission in a timely manner.

f. If the consolidation would include the consolidation of boards of education, a person appointed by the Commissioner of Education shall serve as a non-voting member of that Municipal Consolidation Study Commission. The representative of the Commissioner of Education shall not be a resident of a community participating in the study. The county superintendent of schools shall conduct a study on the impact of consolidation on the educational system and its finances. The report shall be provided to the commission in a timely manner.

g. There shall be no more than one of either a consolidation plan study, a Municipal Consolidation Study Commission, or a joint municipal consolidation created under the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.), active in a single municipality at the same time. In the event that more than one application is filed with the board or is being considered by the governing bodies while another action affecting the same municipality or municipalities is under consideration, the board shall consider the applications and shall join any proposed creation of a joint municipal consolidation together and approve only one action as the board deems to be in the public interest. Prior to approving a single action, the board shall hold a public hearing permitting all parties to present testimony on the merits of their action in relation to the other proposals. Once an action is approved by the board, another action from the same combination of municipalities shall not be approved for at least five years.

h. In considering its decisions under sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.), the Local Finance Board and any other State agency shall take into account local conditions, the reasonableness of proposed decisions, and the facilitation of the consolidation

process in making decisions concerning consolidation.

40A:65-26 Required information included in Municipal Consolidation Study Commission Reports.

a. A consolidation plan or report of a Municipal Consolidation Study Commission shall include the provisions of sections 16 and 24 of P.L. 1977, c. 435 (C. 40:43-66.50 and 40:43-66.58), insofar as they are consistent with the provisions of sections 1 to 37 of P.L. 2007, c. 63 (C. 40A:65-1 et al.). In addition, a consolidation plan shall address the following implementation issues:

- (1) a timetable for implementing the consolidation plan;
- (2) duplicate positions, including those held by tenured, certified officers, listing those positions proposed to be abolished for reasons of economy, efficiency or other good cause and listing those positions proposed to be merged; and
- (3) applicability of the provisions of Title 11A, Civil Service, of the New Jersey Statutes, if Title 11A has been adopted by one or more consolidating municipalities.

b. The following policies may be considered and implemented under an application for approval of a consolidation plan, and may be included as part of a study under the "Municipal Consolidation Act," P.L. 1977, c. 435 (C. 40:43-66.35 et al.), or as part of a study conducted by a Municipal Consolidation Study Commission pursuant to sections 1 to 37 of P.L. 2007, c. 63 (C. 40A:65-1 et al.):

(1) creation of a consolidation implementation plan to establish a timetable of significant events and goals to be achieved as part of a consolidation study;

(2) a phase-in of a consolidation over a fixed period of time. Such a plan shall be subject to review and approval of the Local Finance Board prior to it being approved by the governing bodies or subject to voter referendum;

(3) variations from existing State law or State department rules that may not have anticipated a phase-in or consolidation of services. When variations are proposed, they shall be submitted to the board which shall refer it to the agency with oversight responsibility. After due consideration, the referee agency is empowered to waive such law or rules if a waiver is found reasonable to further the process of consolidation. Where no such agency exists, the Commissioner of Community Affairs shall act on behalf of the State. These requests shall be acted on within 45 days of their receipt by an agency, and they shall be deemed approved, subject to approval of a consolidation proposal by the municipalities, by the end of that time unless the agency has responded with a denial, conditions that must be met in order for it to be approved, or an alternative approach to resolving the matter;

(4) the use of advisory planning districts, comprised of residents living in the former territories of each former municipality, to provide advice to the planning board and the zoning board of adjustment on applications and master plan changes affecting those areas. A consolidation study plan shall specify the types and nature of the development and zoning applications that the advisory planning districts shall review and the official boards shall be required to respond, at a public meeting, to each suggestion made by an advisory planning district;

(5) the establishment of service districts comprised of the boundaries of any or all of the former municipalities which may be used to allocate resources and used for official geographic references in the new municipality;

(6) the continued use of boundary lines of any or all of the former municipalities to

continue local ordinances that existed prior to consolidation that the governing body deems necessary and appropriate. The need for any such differentiation shall be reviewed by the governing body at least every five years and shall only be continued upon the affirmative vote of the full membership of the governing body, and if such continuance fails, the governing body shall then adopt uniform policies for the entire area, and

(7) the apportionment of existing debt between the taxpayers of the consolidating municipalities, including whether existing debt should be apportioned in the same manner as debt within special taxing districts so that the taxpayers of each consolidating municipality will continue to be responsible for their own pre-consolidation debts.

c. When one of the municipalities is subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes, the question of whether the new municipality shall be subject to the provisions of that Title shall be the subject of a public referendum before all of the voters of the consolidating municipalities. Upon the approval by a majority of those voting, regardless of their municipality of residence, the new municipality shall be subject to the provisions of that Title.

40A:65-27 Creation of task force to facilitate consolidation.

a. Once a consolidation has been approved by the affected municipal governing bodies or voters, the division shall create a task force of State departments, offices and agencies, as it deems appropriate, and representatives of affected negotiations units, to facilitate the consolidation and provide technical assistance.

b. When a consolidation plan provides that the consolidated municipality will be subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes the Department of Personnel is specifically authorized to create a consolidation implementation plan to vest non-civil service employees, based on the education and experience of the individuals, in appropriate titles and tenure.

c. Whenever a referendum question to decide if a consolidated municipality shall be subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes fails, the employees of a municipality already subject to that Title shall be given non-civil service titles in the new entity and previously held tenure shall be vacated.

d. The Public Employment Relations Commission is authorized to provide technical advice, pursuant to section 12 of P.L.1968, c.303 (C.34:13A-8.3), to assist a new municipality and existing labor unions to integrate separate labor agreements into consolidated agreements and to adjust the structure of collective negotiations units, as the commission determines appropriate for the consolidated municipality.

40A:65-28 Equalization of property assessments for apportionment of taxes.

a. If a revaluation of property for the consolidated municipality is not implemented for the first local budget year of the consolidated municipality, then the assessments on the properties owned by the taxpayers of the former municipalities shall be equalized for the apportionment of taxes for the consolidated municipality, in the same manner as assessments are equalized for the apportionment of county taxes.

b. The owners of any residential property or residential tenants of any municipality consolidated under sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.), or the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.), who experience a municipal or school district purposes real property tax increase in the first tax year following the municipal

consolidation shall be entitled to annual property tax relief until such time as they sell or transfer their home or no longer reside as tenants in the rental unit they occupied just prior to the municipal consolidation. In the case of the owner of residential property, the property tax relief shall be reflected as a credit on the property tax bill equal to the difference between the municipal and school district purposes real property tax payable by the taxpayer for the tax year, subject to any adjustment as determined necessary by the Director of the Division of Local Government Services in the Department of Community Affairs to reflect operating budgets for a normal pre-consolidated fiscal year, and the municipal and school district purposes real property tax billed to that taxpayer for the tax year during which the consolidation is effectuated, as may be adjusted by the Director of the Division of Local Government Services in the Department of Community Affairs to reflect normal postconsolidation operating budgets for the municipalities and school districts. In the case of a residential tenant, the tax credit applied to an apartment property shall be distributed to eligible tenants pursuant to the provisions of the "Tenants' Property Tax Rebate Act," P.L.1976, c.63 (C.54:4-6.2 et seq.) and this section. The total of all such relief in the municipality shall be paid by the State to the municipality on a schedule determined by the Local Finance Board. For the purpose of this subsection, a "normal" budget year shall be one that, in the determination of the director, does not reflect expenses made in anticipation of, or in implementation of, a municipal consolidation.

40A:65-29 Construction of law on consolidation appeals.

The provisions of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.) shall be liberally construed to effectuate the intention of sections 25 through 28 of P.L.2007, c.63 (C.40A:65-25 through C.40A:65-28). The board is empowered to act to provide guidance, interpretation, and to resolve disputes regarding these sections or the "Municipal Consolidation Act," P.L.1977, c.435 (C.40:43-66.35 et al.). Decisions of the board may be appealed directly to the Appellate Division of the Superior Court.

SUBARTICLE E. SHARING AVAILABLE RESOURCES EFFICIENTLY PROGRAM

40A:65-30 "Sharing Available Resources Efficiently" (SHARE) program established.

a. A local unit that plans to study the feasibility of a shared service agreement, joint meeting contract, or municipal consolidation may apply to the director for grants or loans to fund the study, including consultant costs, and to fund one-time start-up costs of a shared service agreement or joint meeting contract or municipal consolidation. The director, in consultation with the Commissioner of Education, shall establish a program to be known as the "Sharing Available Resources Efficiently" program, or "SHARE," to accomplish this purpose, and, in consultation with the commissioner, shall promulgate rules and regulations necessary to effectuate the purposes of the program.

b. The director, in consultation with the commissioner, shall provide guidelines and procedures for the submission of SHARE grant and loan applications.

c. Applications for shared service study funds:

(1) May require such local match of funds, as is determined by the director for the studies if the director finds that the local unit is financially capable of providing such matching funds.

(2) Shall not require a local match of funds for consolidation studies under sections 1 to

37 of P.L.2007, c.63 (C.40A:65-1 et al.) or the "Municipal Consolidation Act," P.L.1977 c.435 (C.40:43-66.35 et al.).

(3) Grants for implementation of shared services may include financial assistance for terminal leave benefits, but not for early retirement incentives related to pension contributions.

d. Applications for one-time start-up costs shall provide that:

(1) Local units may apply for financial assistance for the one-time start-up costs necessary to implement shared services. Costs that may be financed through the issuance of debt or capital lease agreements shall be excluded from this program.

(2) The director may set limits on aid awards and negotiate the various provisions, costs, payment provisions, and amounts of grants or loans to ensure that the shared service is cost effective and in the public interest. Financial assistance for costs associated with terminal leave benefits shall be limited to the lesser of the officer or employee's regular base rate of compensation that is paid for the terminal leave benefit pursuant to an applicable employment contract, local practice, local ordinance, or State law.

e. The director may provide technical support programs to assist local units in applying for grants or aid for studying shared services.

40A:65-31 "Sharing Available Resources Efficiently" account.

There is created a "Sharing Available Resources Efficiently" account within the Property Tax Relief Fund as a non-lapsing revolving account which shall receive moneys as may be credited to it from the Property Tax Relief Fund, the repayments of loans made from the account, and any other funds as may be appropriated to the account from time to time. Moneys in the account shall be appropriated for the purposes of sections 1 to 37 of P.L.2007, c.63 (C.40A:65-1 et al.).

SUBARTICLE F. VOTER PARTICIPATION TO IDENTIFY SHARED SERVICES AND OTHER COST-SAVING OPPORTUNITIES

40A:65-32 Adoption of resolution authorizing certain referenda for citizen's commission.

The governing body of a municipality may adopt, at any regular meeting, a resolution requesting the clerk of the county to print upon the official ballots to be used at the next ensuing regular or general election, as appropriate, a certain proposition to authorize the creation of a citizen's commission, consisting of members of the governing body, appropriate municipal officials such as the municipal purchasing agent, and at least an equal number of residents of the municipality, and to identify and implement shared service, joint meeting, or consolidation opportunities for the municipality. The proposition shall be formulated and expressed in the resolution in concise form and filed with the clerk of the county not later than 74 days previous to the election. If approved by a majority of those voting at the election, the proposition shall be binding and shall constitute the authority for the governing body to appoint members to the citizen's commission and provide resources as it deems necessary.

SPECIAL NOTE

INTERLOCAL CONTRACTS FOR CONSTRUCTION CODE ENFORCEMENT

N.J.A.C. 5:23-4.6 Interlocal enforcing agencies - establishment

a. Parties: Any two or more municipalities may, by ordinance, join together to administer and enforce the regulations and any sub code under the regulations. Any municipalities party to an agreement establishing one enforcing agency consisting of all sub codes may further provide for the establishment of a joint board of appeals.

b. Agreement: Except as the section may add or substitute requirements, the procedures for the execution of any agreement pursuant to this section, shall be governed by the Interlocal Services Act (N.J.S.A. 40:8A-1 et seq.).

(1) Upon final adoption of an ordinance pursuant to the Interlocal Services Act, a copy of such ordinance, the contract, and any other pertinent information shall be forwarded to the department.

(2) The term of any contract entered into pursuant to this section shall be four years.

(3) The contract shall stipulate that the term of office of any construction or sub code official shall, except for good cause, be four years.

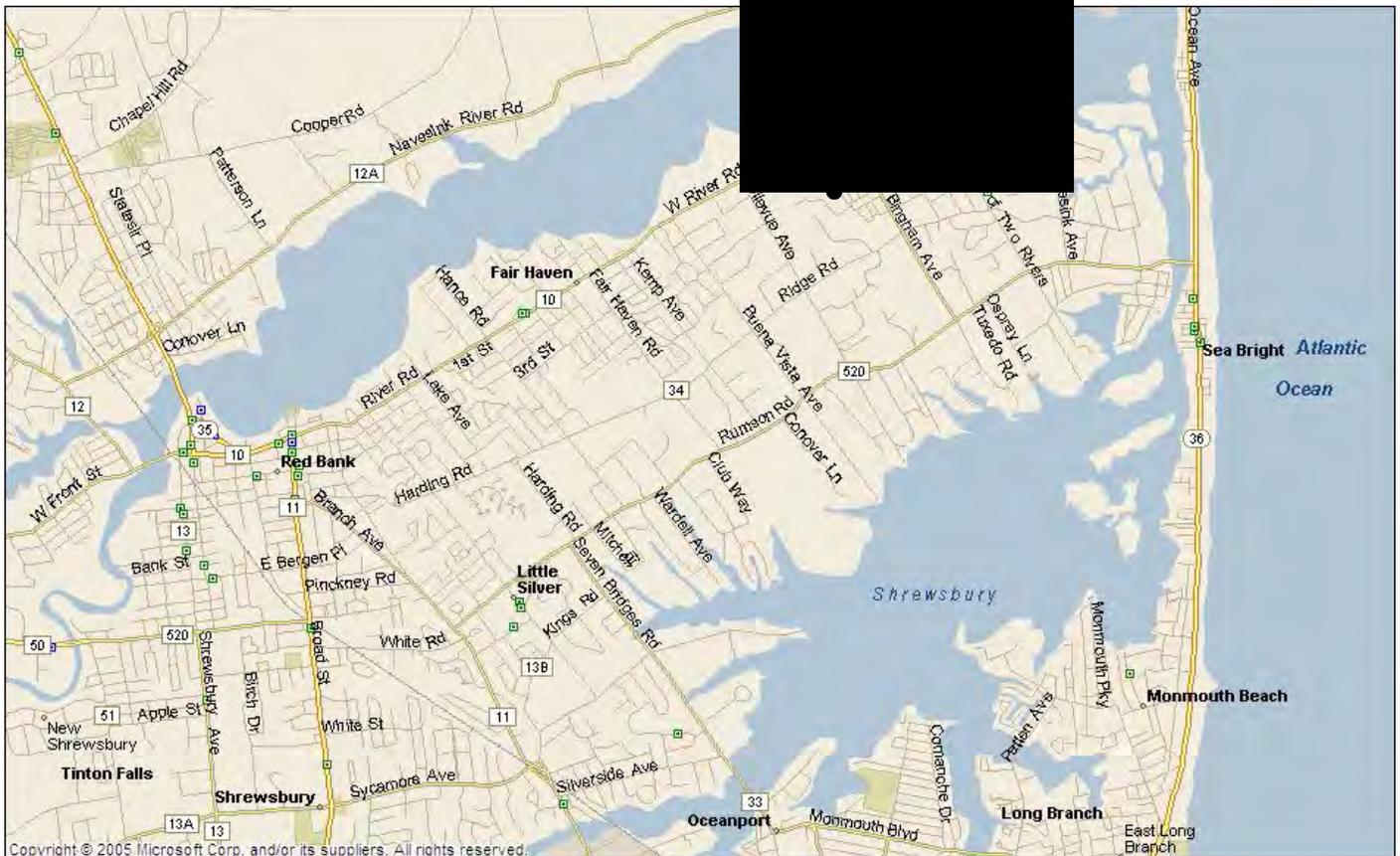
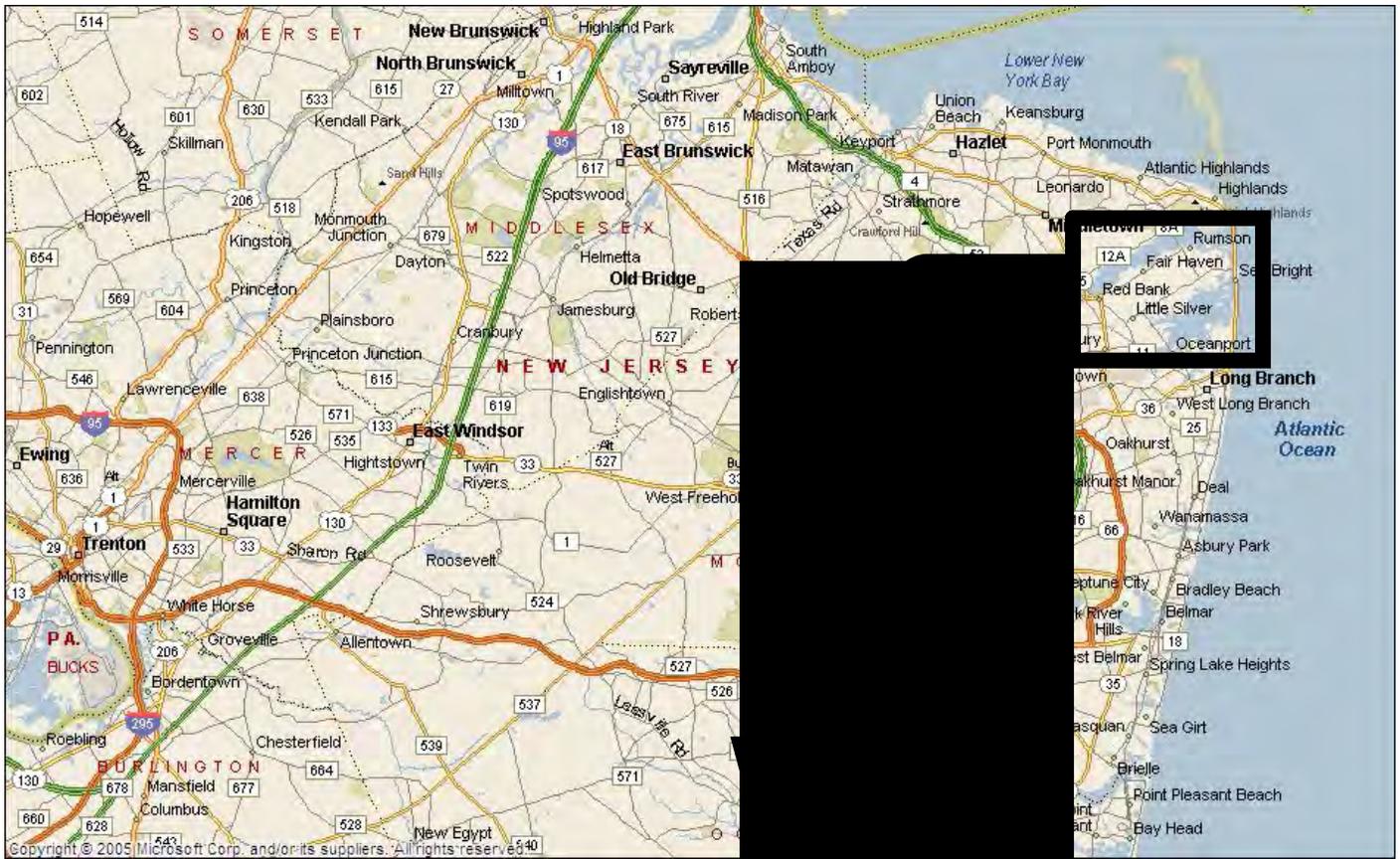
(4) Such contract shall provide a mechanism for administration and enforcement within each of the contracting municipalities by one or more of the contracting municipalities, on an interim or emergency basis, should such agreement be invalidated by a court of competent jurisdiction or prove otherwise unenforceable.

(5) The contract shall additionally stipulate the information contained in N.J.A.C. 5:23-4.7(b) and 4.8(a).

Appendix II

Locator Map of the Study Area

TWO RIVER REGIONAL POLICE STUDY



Appendix III

Financial Analysis

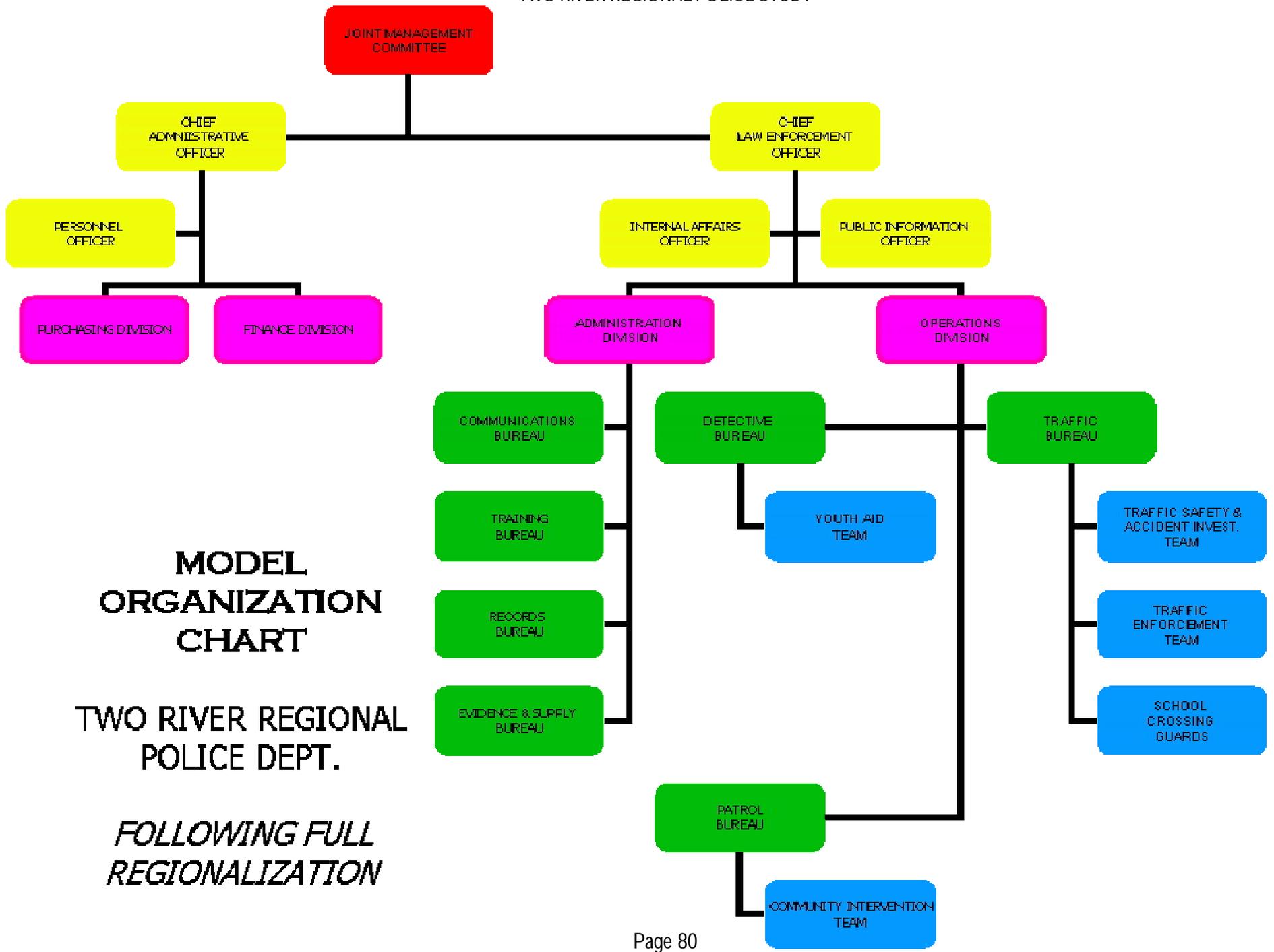
COMPARISON OF COMPOSITE COSTS & BENEFITS (\$) FOR ALL SERVICES, SYSTEMS & MUNICIPALITIES

			2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Fair Haven	Sworn Proportion 0.22	Current Sworn Costs	1,506,784.80	1,596,417.39	1,654,532.32	1,721,623.64	1,783,883.43	1,848,488.43	1,915,475.43	1,984,770.59	2,055,583.52	2,129,349.36
		Current Communications Costs	163,331.75	169,564.92	176,042.07	182,773.05	189,768.09	197,037.85	204,593.44	212,446.45	220,608.92	229,093.43
		Total Current Cost	1,670,116.55	1,765,982.30	1,830,574.39	1,904,396.69	1,973,651.52	2,045,526.27	2,120,068.87	2,197,217.04	2,276,192.45	2,358,442.78
	Dispatch Proportion 0.26	Regional Sworn Cost	1,506,784.80	1,596,417.39	1,654,532.32	1,247,980.08	1,293,551.80	1,340,264.03	1,388,730.15	1,438,958.03	1,490,942.65	1,544,879.88
		Regional Communications Cost	163,331.75	151,409.70	156,989.69	162,779.01	168,785.70	175,018.08	181,484.85	188,195.00	195,157.93	202,383.36
		Total Regional Cost	1,670,116.55	1,747,827.09	1,811,522.01	1,410,759.09	1,462,337.49	1,515,282.11	1,570,215.00	1,627,153.03	1,686,100.58	1,747,263.24
Regional Proportion 0.22	Regional (Savings) vs. Current	-	(18,155.21)	(19,052.38)	(493,637.60)	(511,314.03)	(530,244.16)	(549,853.88)	(570,064.01)	(590,091.87)	(611,179.55)	
	Cumulative Savings	-	(18,155.21)	(37,207.60)	(530,845.19)	(1,042,159.22)	(1,572,403.38)	(2,122,257.26)	(2,692,321.27)	(3,282,413.14)	(3,893,592.69)	
Little Silver	Sworn Proportion 0.37	Current Sworn Costs	2,217,600.65	2,372,914.32	2,476,918.78	2,566,464.12	2,659,090.01	2,753,818.94	2,851,510.05	2,952,848.14	3,057,973.62	3,167,032.41
		Current Communications Costs	282,220.90	292,615.19	303,399.10	314,587.57	326,196.12	338,240.86	350,738.56	363,706.65	377,163.23	391,127.13
		Total Current Cost	2,499,821.55	2,665,529.51	2,780,317.88	2,881,051.69	2,985,286.13	3,092,059.80	3,202,248.61	3,316,554.79	3,435,136.84	3,558,159.54
	Dispatch Proportion 0.47	Regional Sworn Cost	2,217,600.65	2,372,914.32	2,476,918.78	2,092,820.56	2,169,242.79	2,247,577.63	2,328,853.69	2,413,084.15	2,500,260.61	2,590,711.52
		Regional Communications Cost	282,220.90	274,459.97	284,574.80	295,069.09	305,957.39	317,254.82	328,977.10	341,140.59	353,762.26	366,859.77
		Total Regional Cost	2,499,821.55	2,647,374.29	2,761,493.58	2,387,889.65	2,475,200.18	2,564,832.45	2,657,830.79	2,754,224.73	2,854,022.87	2,957,571.30
Regional Proportion 0.38	Regional (Savings) vs. Current	-	(18,155.21)	(18,824.30)	(493,162.04)	(510,085.95)	(527,227.35)	(544,417.82)	(562,330.06)	(581,113.97)	(600,588.24)	
	Cumulative Savings	-	(18,155.21)	(36,979.51)	(530,141.56)	(1,040,227.51)	(1,567,454.86)	(2,111,872.68)	(2,674,202.74)	(3,255,316.71)	(3,855,904.95)	
Rumsion	Sworn Proportion 0.41	Current Sworn Costs	2,482,546.04	2,584,018.71	2,676,920.84	2,772,267.65	2,870,456.24	2,971,880.05	3,077,370.16	3,186,845.30	3,300,459.61	3,418,373.32
		Current Communications Costs	194,143.37	201,454.94	209,048.25	216,934.44	225,125.12	233,632.38	242,468.79	251,647.43	261,181.94	271,086.50
		Total Current Cost	2,676,689.40	2,785,473.65	2,885,969.09	2,989,202.09	3,095,581.36	3,205,512.43	3,319,838.94	3,438,492.73	3,561,641.55	3,689,459.81
	Dispatch Proportion 0.31	Regional Sworn Cost	2,482,546.04	2,584,018.71	2,676,920.84	2,298,624.09	2,382,561.53	2,468,599.65	2,557,868.22	2,650,381.73	2,746,130.94	2,845,476.60
		Regional Communications Cost	194,143.37	183,299.73	190,054.98	197,063.65	204,335.46	211,880.52	219,709.32	227,832.77	236,262.23	245,009.48
		Total Regional Cost	2,676,689.40	2,767,318.44	2,866,975.82	2,495,687.74	2,586,896.99	2,680,480.17	2,777,577.54	2,878,214.50	2,982,393.17	3,090,486.09
Regional Proportion 0.40	Regional (Savings) vs. Current	-	(18,155.21)	(18,993.27)	(493,514.35)	(508,684.37)	(525,032.26)	(542,261.41)	(560,278.23)	(579,248.38)	(598,973.73)	
	Cumulative Savings	-	(18,155.21)	(37,148.49)	(530,662.84)	(1,039,347.21)	(1,564,379.47)	(2,106,640.87)	(2,666,919.10)	(3,246,167.48)	(3,845,141.20)	
COMBINED	Sworn Proportion 1.00	Current Sworn Costs	6,206,931.48	6,553,350.42	6,808,371.94	7,060,355.41	7,313,429.69	7,574,187.41	7,844,355.63	8,124,464.03	8,414,016.75	8,714,755.09
		Current Communications Costs	639,696.01	663,635.04	688,489.42	714,295.07	741,089.33	768,911.09	797,800.79	827,800.53	858,954.09	891,307.05
		Total Current Cost	6,846,627.50	7,216,985.46	7,496,861.36	7,774,650.47	8,054,519.02	8,343,098.50	8,642,156.43	8,952,264.56	9,272,970.84	9,606,062.14
	Dispatch Proportion 1.00	Regional Sworn Cost	6,206,931.48	6,553,350.42	6,808,371.94	5,639,424.73	5,845,356.12	6,056,441.31	6,275,452.06	6,502,423.90	6,737,334.21	6,981,068.01
		Regional Communications Cost	639,696.01	609,169.40	631,619.47	654,911.75	679,078.54	704,153.42	730,171.26	757,168.36	785,182.41	814,252.61
		Total Regional Cost	6,846,627.50	7,162,519.82	7,439,991.41	6,294,336.48	6,524,434.67	6,760,594.73	7,005,623.32	7,259,592.26	7,522,516.62	7,795,320.62
Regional Proportion 1.00	Regional (Savings) vs. Current	-	(54,465.64)	(56,869.95)	(1,480,313.99)	(1,530,084.35)	(1,582,503.77)	(1,636,533.11)	(1,692,672.30)	(1,750,454.22)	(1,810,741.51)	
	Cumulative Savings	-	(54,465.64)	(111,335.59)	(1,591,649.59)	(3,121,733.94)	(4,704,237.71)	(6,340,770.82)	(8,033,443.11)	(9,783,897.33)	(11,594,638.84)	

Appendix IV

Charts & Diagrams

Model Organization Chart



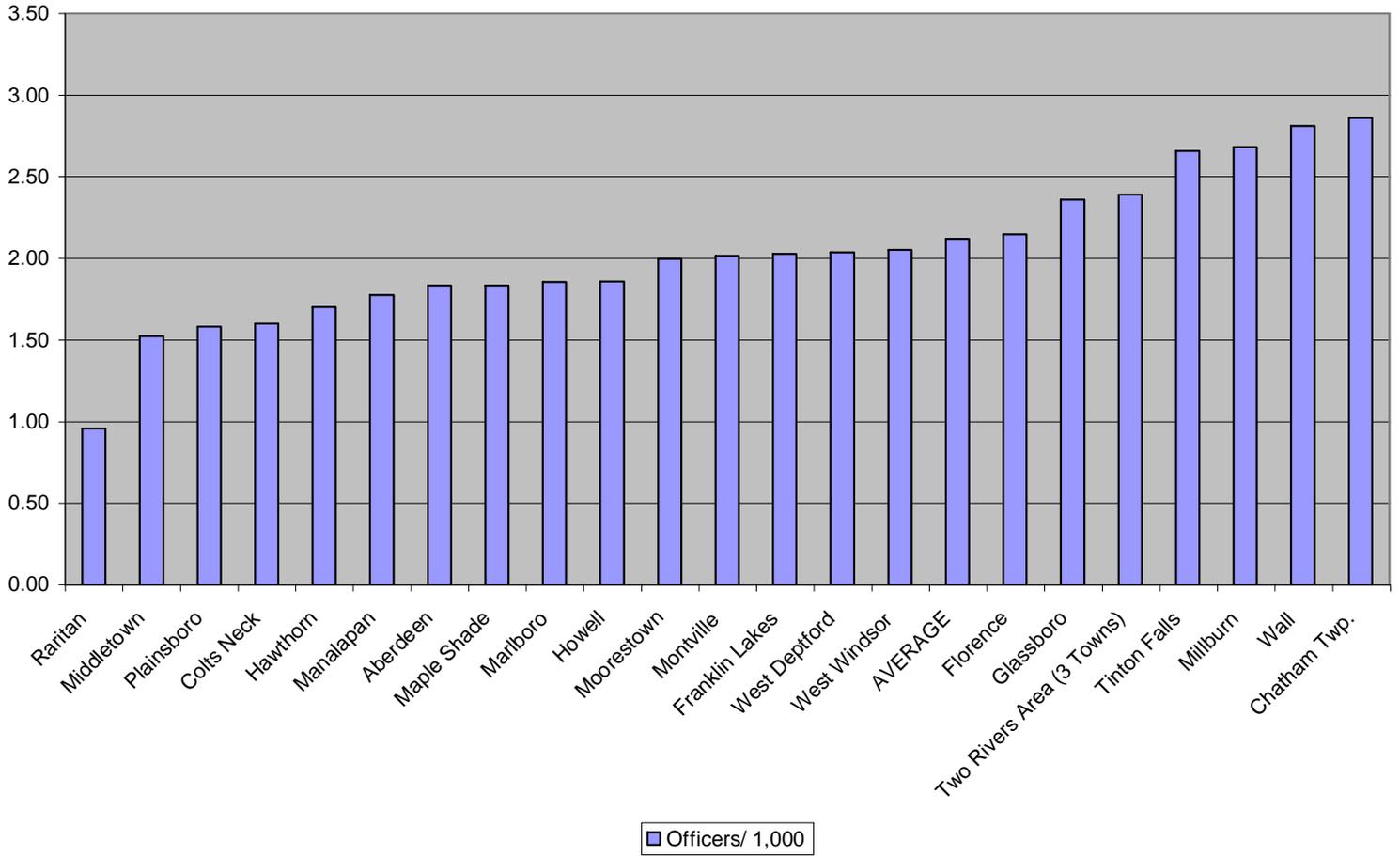
MODEL ORGANIZATION CHART

TWO RIVER REGIONAL POLICE DEPT.

FOLLOWING FULL REGIONALIZATION

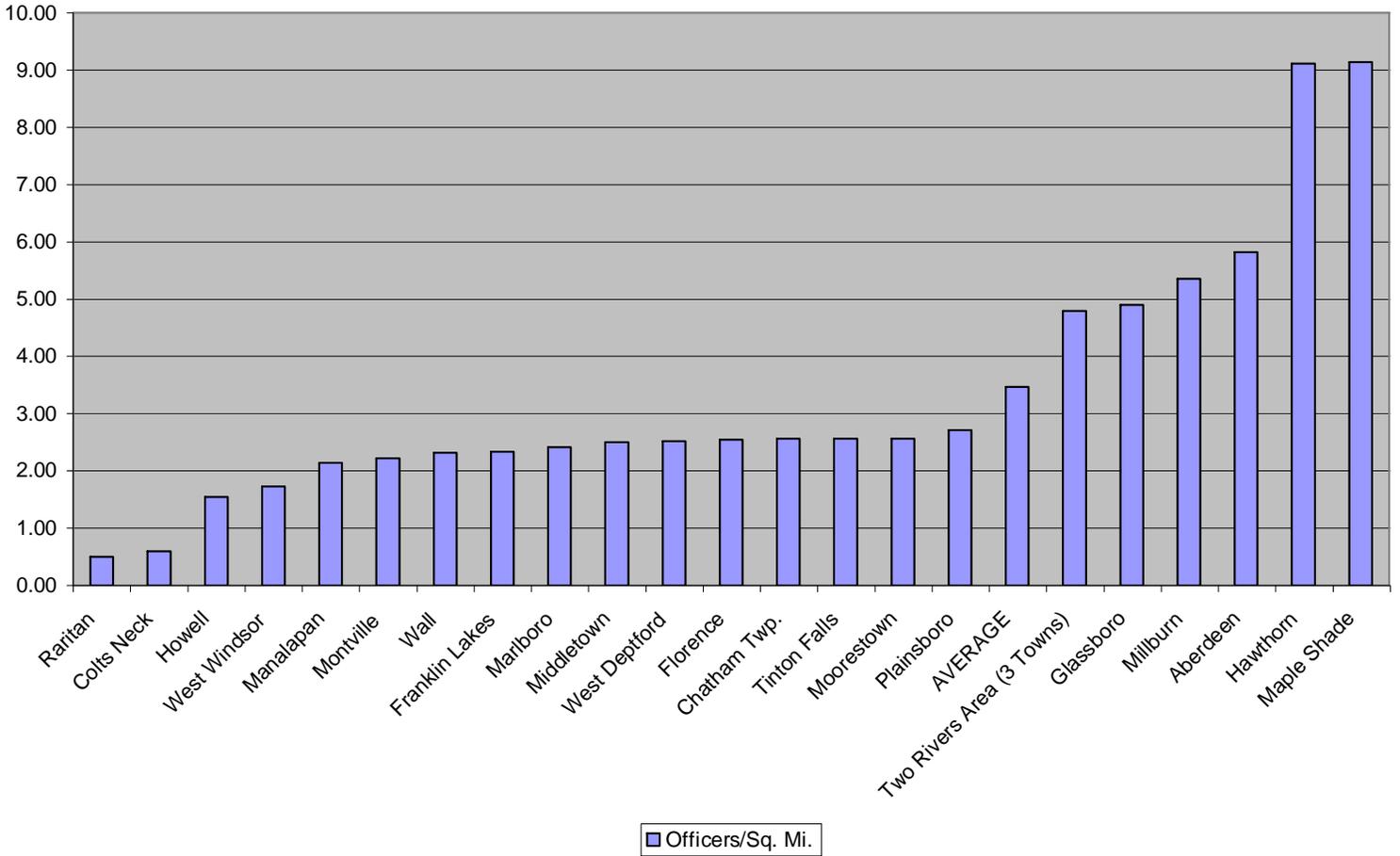
Comparable Municipalities (Officers per 1,000 Population)

Officers/ 1,000



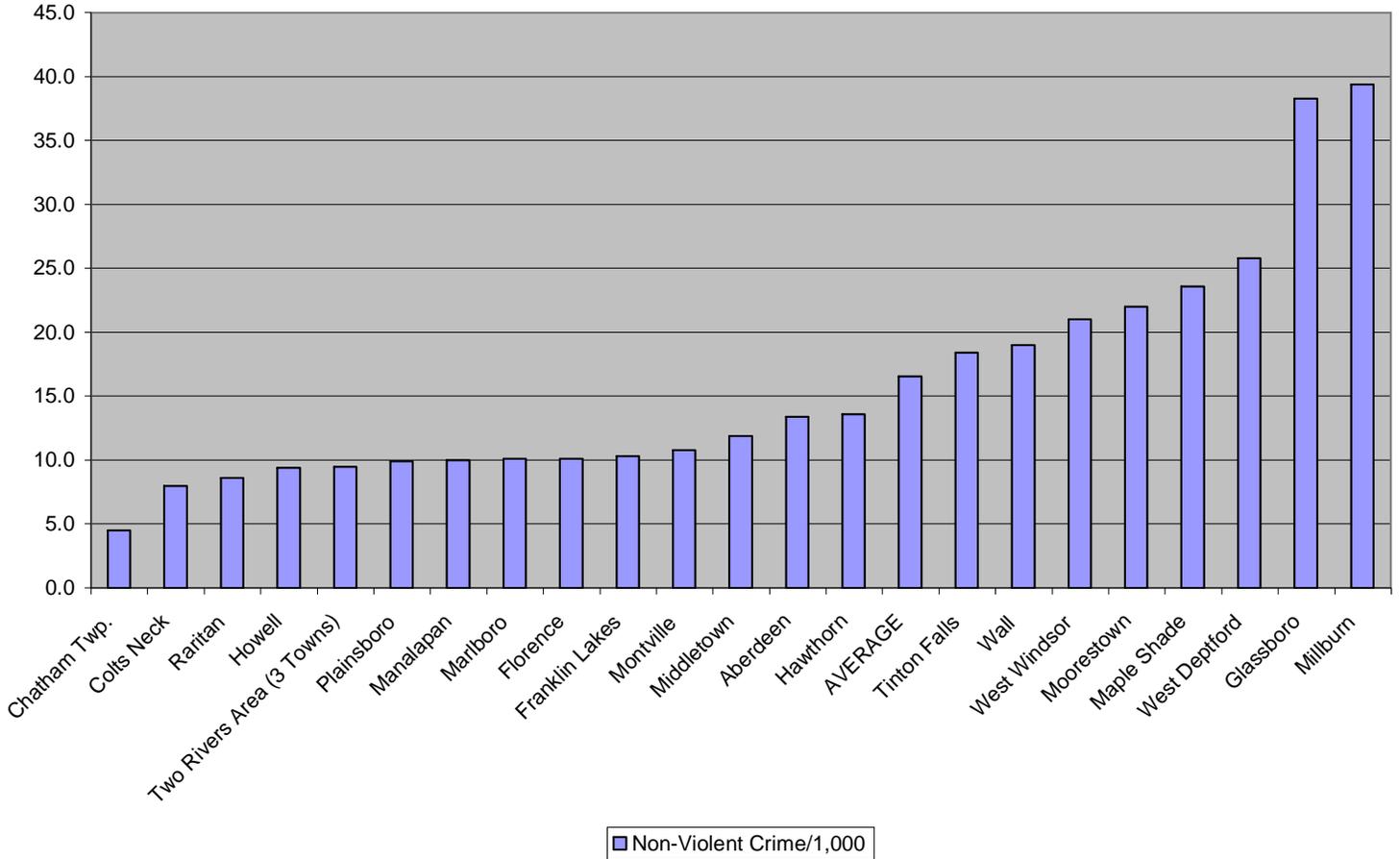
Comparable Municipalities (Officers per Mile² in Land Area)

Officers/Sq. Mi.



Comparable Municipalities (Non-Violent Crimes per 1,000 Population)

Non-Violent Crime/1,000



Appendix V

Annexes

Collective Bargaining Annex

Union Issues in General

At the current time, the three communities each have their own police departments, and the sworn employees of each department work under the terms and conditions of collective bargaining agreements (CBAs) separately negotiated by individual locals of the Policemen's Benevolent Association, Inc. in each individual municipality. While the three CBAs are alike in many ways and are similarly structured, it would be prudent for the three municipalities and the three locals to coordinate with each other to the extent appropriate to help bring the three CBAs into agreement as much as possible. This would ease the transition to a new regional CBA and lessen the impact of the regionalization on individual employees, implementation on financial staffs and service delivery to residents.

Collective Bargaining Agreement Observations

As with the SOPs, each participating police department has its own collective bargaining unit. Similarly, each participating department has a collective bargaining agreement (CBA) that addresses similar sections as well as different sections. However, within the similar sections there is variety. Organizing one collective bargaining contract would be a difficult challenge, given the fact that there are three labor units and three management units that would need to develop one collective bargaining agreement for the TRPD.

Of the three participating police departments, two have current contracts, one ending in 2009 and the other ending in 2010. The third is operating under their previous contract while negotiations continue. For the most part, the CBAs have similar articles addressing salary and wage, vacation and sick leave, personal days, holidays, longevity, educational credits, clothing allowance, management rights, health insurance, etc. However, within these sections there are differences. Several of these differences are addressed below.

Salary and Wage

All three CBAs address salary and wages. The main issue here is the differences in the salary ranges. Collectively, it ranges from a low of \$31,700 to a high of \$108,000 through the end of the longest term contract. Individually, each provides a range that adjusts annually based on the percentage increase negotiated.

Longevity

Each of the CBAs addresses longevity. However, each is different. One provides longevity based on a percentage of the base salary. The other two provide a flat rate, but one provides no longevity on new hires after January 1, 2007.

Holidays

Two of the three participating departments provide 14 holidays per year, while the other provides 16.

Vacation and Sick Leave

Vacation leave and sick leave are provided in all three CBAs. However, with respect to vacation, collectively it ranges from 6 to 29 days. With regard to sick leave, all three CBAs provide for 15 days per year accumulating. Two specifically provide for a payout but differ as to the amount of payout and the reason for payout. Specifically, Little Silver provides for a lump sum payout of an amount not to exceed \$20,500 at retirement while Fair Haven provides for a payout of an amount not to exceed \$15,750 when the employee terminates employment in good standing.

Bereavement Leave

All three CBAs provide for bereavement but, again, at differing rates. One is up to seven days, one is one to three days, and the third is three to five days.

Personal Days

All three CBAs provide for three personal days. However, one provides for an additional day from the officer's accumulated sick time.

Auto Use/Meal Allowance (Travel)

All three departments provide for travel reimbursement relative to use of vehicle, while some include meals, etc. Of the three CBAs, two provide for reimbursement at the Internal Revenue Service (IRS) rate, while the third generally states "no economic loss."

Clothing

Under this heading, each of the three participating departments receives clothing allowance at a flat rate but the rates differ for each. The difference is nominal. Two of the departments address clothing maintenance, again at differing rates.

Education

All three CBAs provide for educational incentives. However, they each differ. For an Associate's degree, the range is from \$250 to \$1000. For a Bachelor's degree, the range is \$500 to \$1500, and for a Master's degree, the range is \$750 to \$1750. One contract differentiates between having a criminal justice degree versus a non-criminal

justice degree in sociology, psychology or computer science with a lower incentive for each degree.

Medical Insurance

All three CBAs provide for insurance, both medical and dental. The major difference is in medical insurance. Two provide for benefits under the State Health Benefits Plan, while the third is provided through Horizon Blue Cross Blue Shield.

EMT/CPR Compensation

All three participating departments provide for a stipend for officers who hold a current emergency medical technician card. The cost is nominal. In addition, one provides a flat rate for officers who hold a current CPR card.

Maternity

One CBA specifically addresses maternity leave. This may be pre-empted by the Family Medical Leave Act. It is suggested that this be addressed with each participating unit's labor attorneys.

Grievance Procedures

All three CBAs address procedures for grievances. Each provides a step system, but again there are nominal differences on the number of days management has to respond within each individual step.

Hours of Work/Shift Swap

The CBAs address hours of work. However, only one provides for the work schedule within the CBA. The other two reference the department's work schedule, which was not incorporated into the CBA. The hours of work would need to be reviewed and considered as well.

Overtime/Call-In Time/Court

All three CBAs provide for overtime, call-in time and court time. Two of the participating departments receive call-in at a minimum of two (2) hours with the third receiving a 2 ½ hour minimum, except for Grand Jury, which is at two (2) hours minimum.

Military Leave

Provided in all three CBAs.

Retirement Medical

Two of the CBAs provide for medical at retirement.

As with the SOPs, each of the participating municipalities has tailored their collective bargaining agreement to their own specific needs. There are many common articles currently existing within each of the three CBAs as described above, but for each common article heading, there are differences as to the terms and conditions of the article.

All of the CBAs address recognition, management rights, negotiations, union business leave and some additional sections, including but not limited to, special duty assignment, line of duty death, mutual aid, etc. These were not specifically addressed, as the assumption taken was that these items are either common or would not be a "make or break" item during negotiations for a merged police department.

Although each collective bargaining agreement addresses many similar areas, there is plenty of variety within each one. These differences would need to be reconciled, which presents a serious challenge for the participating municipalities and the collective bargaining units from each municipality. In some instances, the differences are nominal and should not present a "deal breaker" solely. However, when considering in the context of a collective bargaining process that includes a total of six negotiating teams, three management and three labor units, this could present the most complicated challenge in merging the three participating municipality police departments into the TRPD.

Facilities Annex

Each of the three municipal police departments has their own police headquarters. Fair Haven and Rumson operate out of stand alone facilities, while Little Silver operates out of one wing of the municipal building. It should be noted that Rumson has committed to building a new municipal facility that will include space for the police department function. There appears to be some consensus that the current Rumson facility would be decommissioned from municipal service upon completion of the new facility.

Ideally, if and when the TRPD begins to operate as a wholly consolidated regional department, the department should operate out of one centralized facility and realign the remaining facilities. While regionalization is in no way contingent upon a single facility being available or becoming available, the Joint Management Committee of the TRPD would have to address this ideal if and when the full regionalization takes place. During the Phase 1.1 of regionalization, the three existing facilities would serve the needs of the three departments and the shared functions alike. It is just as possible that the Joint Management Committee could opt to centralize command functions in one facility and field operations in other facilities as it is possible that the Committee may, for reasons of cohesion, esprit de corps or etc., decide to pursue the construction of a new facility. The Chief Law Enforcement Officers as a group expressed that a new facility would be one of the perceived benefits of a regional force.

The feasibility of sharing law enforcement services in the studied municipalities is not determined by the availability of a new facility but rather on sufficient resources to man and deploy a regional department. It could be argued that a regional department would benefit from having a physical presence throughout the region's jurisdiction just as easily as arguments touting the benefits of a consolidated base of operations. Since the existing facilities (and planned facilities) will be adequate to man and deploy a department of equal or smaller size, this report does not make any comment regarding any future facility decisions that may be made by the Joint Management Committee other than to suggest that it is probably appropriate that any such long term capital decisions be made after a sufficient period of time has passed during regional operations such that each participating municipality will be better able to determine if they wish to participate in a regional department for the duration of the useful life of the capital project.

Additional information pertaining to facility issues may be found throughout this report.

Financial Analysis Annex

Potential Savings; Sworn Officers

Using the staffing model described herein (sworn police only) with 40 officers assigned to the department, in consideration of the formula and the data detailed above, Patriot has estimated the savings for sworn law enforcement services as shown in chart, below.

	Fair Haven	Little Silver	Rumson
2008	0.00	0.00	0.00
2009	0.00	0.00	0.00
2010	0.00	0.00	0.00
2011	(473,643.56)	(473,643.56)	(473,643.56)
2012	(490,331.64)	(489,847.22)	(487,894.71)
2013	(508,224.40)	(506,241.31)	(503,280.40)
2014	(526,745.28)	(522,656.36)	(519,501.94)
2015	(545,812.56)	(539,764.00)	(536,463.57)
2016	(564,640.87)	(557,713.00)	(554,328.67)
2017	(584,469.48)	(576,320.88)	(572,896.71)

Chart: Savings (\$) per municipality per year for sworn law enforcement services.¹⁷

Cost of Service – Communications (Dispatch)

Patriot recommends the immediate sharing of communications services. Thus, unlike the services involving sworn officers, which change the funding formula upon the implementation of Primary Phase II, communication services, once established, would not see a change in service delivery or cost allocation.

Based upon a communications bureau consisting of eight dispatchers, the total estimated cost of providing the regionalized communication service, beginning in 2008, is shown below. Further explanation follows:

¹⁷ No savings has been estimated for Years 1-3 (2008-2010) because there is no change in sworn officer numbers or compensation recommended for that period.

	Fair Haven	Little Silver	Rumson
2008	163,331.75	282,220.90	194,143.37
2009	143,430.03	266,480.29	175,320.05
2010	148,715.94	276,301.05	181,781.22
2011	154,200.15	286,490.22	188,484.78
2012	159,890.26	297,061.95	195,440.03
2013	165,794.18	308,030.92	202,656.62
2014	171,920.13	319,412.39	210,144.60
2015	178,276.65	331,222.23	217,914.42
2016	184,872.61	343,476.94	225,976.91
2017	191,717.24	356,193.66	234,343.37

Chart: Total Cost (\$) per municipality per year for Communications Services.¹⁸

The preceding chart shows the total estimated cost of providing the regionalized service, assuming that the entire sworn staff is paid at the top of the scale (Little Silver's Communications Base Salary Rates).

Since a regional communications service, such as the one recommended herein, would require a formal shared services agreement detailing the sharing arrangement, Patriot suggests that the participating municipalities seriously consider a sharing arrangement, wherein the communications officers are not paid at the Little Silver rate. If and when the JMC makes the Regional Communications Center a Public Safety Answering Point (PSAP) and meets the standards necessary to receive and handle 9-1-1 calls in-house, a salary adjustment may be appropriate.

¹⁸ The wide difference in the cost of service delivery is reflective of the proportion of current communications costs. Little Silver pays their dispatchers, as a group, almost double what Rumson pays their dispatchers, as a group. As such, Little Silver's share of the current cost represents a full 45.5% of the total, as compared to Fair Haven (24.5%) and Rumson (30.0%)

Little Silver's dispatchers are paid salaries that are almost on par with those paid to new communications officers working for the Monmouth County Sheriff's Department Communications Division—among the best paid communications officers in Monmouth County. The MCSD communications operators are also trained to a higher standard than Little Silver's staff and are expected to deal with many more agencies at one time on multiple frequencies.

Potential Savings; Communications

The potential savings of the regionalized dispatch service appears in Chart No. 2, below.

	Fair Haven	Little Silver	Rumson
2008	0.00	0.00	0.00
2009	(26,134.89)	(26,134.89)	(26,134.89)
2010	(27,326.14)	(27,098.06)	(27,267.03)
2011	(28,572.91)	(28,097.35)	(28,449.66)
2012	(29,877.83)	(29,134.17)	(29,685.10)
2013	(31,243.66)	(30,209.94)	(30,975.76)
2014	(32,673.31)	(31,326.17)	(32,324.18)
2015	(34,169.80)	(32,484.42)	(33,733.01)
2016	(35,736.32)	(33,686.29)	(35,205.03)
2017	(37,376.19)	(34,933.47)	(36,743.13)

Chart: Savings (\$) per municipality per year for Communications only.

Cost of Service – Clerical

Patriot does not anticipate any significant savings from the regionalization of clerical staff. The total number of clerical employees is not anticipated to change unless the JMC decides that additional clerical assistance is appropriate for the Administrative & Executive Branch.

Implementation Annex

The TRPD would have two functional branches; the Administrative & Executive Branch (A&E) and the Law Enforcement Branch (LE). The Chief Administrative Officer would oversee A&E functions including the Purchasing Division and the Finance Division, while the Chief Law Enforcement Officer would oversee LE functions, including the Administration Division and the Operations Division.

Departmental Branches

In the Administrative & Executive Branch, the Chief Administrative Officer (CAO) shall oversee the routine administrative functions of the department, which would specifically include support for the Joint Management Committee, Finance and Human Resources matters and all non-law enforcement operations.

In the Law Enforcement Branch, the Chief Law Enforcement Officer (CLEO) shall oversee the day to day field operations and law enforcement service delivery functions of the department. This would include Communications, Training, Evidence, Police Records, Criminal Investigations, Patrol and Traffic operations. Many of these have already been described in detail in the previous section.

Administrative Division

Within the Administrative Division, the Training Bureau would join the Communications Bureau, as would a new Evidence & Supply Bureau and the regionalization of Police Records.

The Training Bureau would be responsible for coordinating training matters, schedules and needs in meeting the ever-increasing list of mandatory and departmental training requirements that equal approximately eight hours of training per officer per year. This amount would be higher in the first several years of the regionalized service, due to the requisite retraining and cross training that would be needed to bring the officers up to the same training standards. The Training Bureau can be staffed by civilians and can share responsibilities with other offices.

The Evidence & Supply Bureau would maintain custody of all evidence collected in investigations and would be responsible for the disbursement of all supplies procured by the Purchasing Division for the LE Branch to maintain an inventory of fixed and portable assets and to track the usage of same. The E&S Bureau can be staffed by civilians and can share responsibilities with other offices.

The Records Bureau would maintain all of the police records for the three police agencies that predated the Regional Department as well as the records of the TRPD. The physical records would need to be consolidated into one facility to be administered by civilian employees. Sufficient work is anticipated to require a full time civilian records clerk's attention.

Operations Division

In addition to the service enhancements addressed in Primary Phase I, is the new Patrol Bureau. Representing the single largest unit within the TRPD and the single largest change to the entire regionalization plan, the department's Patrol Bureau would provide patrol services to all three municipalities across municipal boundaries and work in concert with sworn personal from other bureaus within the department.

As the guiding principal of this study was to determine the feasibility of regionalizing police services in a manner that would maintain or enhance service to the public and reduce the cost of the service simultaneously, the regionalization of the patrol function would allow patrol officers to float throughout the response area and provide increased total coverage for each municipality.

As noted previously, it is impossible to responsibly set the staffing level of the department, given the amount and reliability of the data currently available in the three municipal departments. Until the new dispatch and police records system is consistently implemented in all three departments and then diligently developed and maintained for three years, a sufficient pool of data will be unavailable for analysis. Complete statistics on calls for service, call type and volume, officer committed and uncommitted time, response and mobilization times and the geographic location of those calls are all components of the larger decision of how many officers will be needed to responsibly deliver law enforcement services to the regional response area.

Recommended Staffing Model

Each Municipal Department should attempt to maintain their current level of staffing, as follows:

- ◆ Promotions should be made pursuant to contractual obligations, but effected personnel should be formally notified prior to promotion that the municipality is studying a possible regionalization of services and that all positions and ranks within the department may be subject to change.
- ◆ Promotions not mandated by contract should be seriously and responsibly considered by the appropriate authority prior to execution. Such promotions may not be warranted by current operational needs and/or may unnecessarily complicate the regionalization process.
- ◆ All vacancies that currently or will exist should remain vacant.
- ◆ Vacancies may or may not create a need for overtime. Before overtime is approved (or worse yet, made automatic or mandatory), the appropriate authority, in concert with the department's Chief Law Enforcement Officer, should review the operational needs of the department and determine if a redeployment of remaining officers and commanders would address the perceived need for overtime or if surrounding municipalities would be available for emergency assistance.
- ◆ It should be noted that these vacancies, if any, will only exist for a period of about three years until the full regionalization of the department is complete.

- ◆ Finally, it should also be noted that any and all new hires should be formally notified prior to, and as a condition of, accepting the position that the municipality is studying a possible regionalization of services and that all positions and ranks within the department may be subject to change or elimination within three years.

Recommended Staffing Compared to Current Staffing

Through retirement and other departures from the municipal service (both regular and associated with the planned regionalization), Patriot projects a minimum of six vacancies to occur on or before 31 December 2011.¹⁹ As such, and for planning purposes only, Patriot has made staffing recommendations based upon a regionalized force consisting of 40 officers of varying ranks. This is a prediction based upon projected vacancies and the expressed goal of the municipalities to maintain current patrol levels. The actual staffing level can only be responsibly established after the data collection is complete, actual service statistics calculated and when the Joint Management formally established the authorized strength of the new force.

With that caveat, and based upon the staffing model proposed, the future regionalized force would compare to the current combined forces as follows:

	<u>Begin Analysis</u>	<u>Regionalized</u>	<u>Change in Total</u>
Chiefs	3	1	- 2
Captains	1	2	+1
Lieutenants	5	2	-3
Sergeants	7	7	0
Patrol Officers	30	28	-2
TOTAL	46	40	-6

Span of Control

This model will also increase the maximum span of control of supervisors to officers within the patrol division from roughly 1:2 to 1:4 (Sergeants to Patrol Officers) or 1:5 (Lieutenants to Sergeants); within the traffic bureau from 1:1 to 1:3 (Sergeants to Traffic Officers) and within the detective bureau from roughly 1:1 to 1:6 (Lieutenants to Detectives/Youth Services Officers). The span of control within the command ranks will also be increased from 1:1 to 1:2 (Chiefs to Captains).

The overall span of control of the regionalized department will increase from 1:2.5 to an impressive 1:4.4.

¹⁹ As of the date of this report, two retirements have already taken place in 2008, a Captain/Deputy Chief of Police from Little Silver and a Sergeant from Fair Haven. While this rate of retirement is ahead of Patriot’s projections, the estimate of six retirements by the end of 2011 is still the model relied upon in this report.

Law Enforcement Interviews Annex

The investigation staff logged over One Hundred Twenty Five (125) hours in the field conducting interviews with stakeholders and reviewing call data, budgets, financial records, policies, guidelines and other documentation.

Each meeting lasted at least 30 minutes and as long as three hours. Interviews and meetings only ended when both interviewer and subject had nothing else to ask or offer.

At the conclusion of each meeting or interview the subject(s) were left with contact information for the interviewer and urged to call, write, email or fax with any questions, concerns or additional information.

Patriot received only one such follow up contact.

The following is a summary of the interviews conducted with police department personnel, when available. This is not intended to be nor presented as a detailed examination of the entire scope of all interviews and meetings.

Chief Law Enforcement Officers

A preliminary meeting was held with all three Chiefs prior to the initiation of other aspects of the investigation. The Chiefs were cooperative, interested and enthusiastic, albeit in varying degrees, relative to the study. The Chiefs are all engaged in the operation of their respective departments and have all served with their department for over 20 years, rising through the ranks of their respective departments. Each of them are natives of the town in which they now serve as Chief, and two of the three still live in the town where they work. All three have served and continue to serve as volunteer firefighters in their town, and one is a former Fire Chief.

They are equally invested in the future of their community and department and are committed and dedicated law enforcement professionals. During lengthy and numerous individual interviews, the Chiefs displayed an eagerness to assist with the study, although each had their own degree of support for an actual regionalization. Patriot did not perceive any hidden agendas or resistance due to fear of losing their own Chief's position.

New Jersey law protects Chief's employment and salary, if not their title, and it was clear that this protection at least somewhat mitigated any outward hostility to a possible regionalization. The overriding and consistent concern of these three professionals was the potential loss of the unique quality and level of service that they believe their own department provides to the citizens in their respective communities.

The following "benefits of" and "obstacles to" regionalization were identified by the Chiefs and represent the Chiefs' opinions.

Benefits

A more diversified workload for officers
Special units providing for career development and enhanced services
Improved salaries

Obstacles

Reconciling salary and collective bargaining differentials
Apportionment of costs for consolidated agency
Consistency of patrol coverage given complaint load
Location and construction of single facility
Opposition to regionalization by residents
Transition from three different styles of policing
Reluctance of current officers, particularly those with seniority
Commitment of elected officials

The lower number of perceived benefits does not indicate opposition to the idea of regionalization but rather the uncertainty of how the regionalization would take place and the impact that process would have on operations. The obstacles listed represent legitimate concerns which would also be impacted by the process to be followed if regionalization occurs. The concern relative to patrol coverage remaining consistent due to complaint load is not supported by the statistical information available. While Little Silver appears to respond to a significantly higher number of calls for service annually, the fact is that the definition of a call for service is expanded in Little Silver to include actions that are not captured as calls for service in Fair Haven and Rumson. Indeed the number of calls for service in all three municipalities is quite similar.

Union Officials

Rank and file officers in all three municipalities are represented (as a bargaining unit) by individual local branches of the New Jersey State Policeman's Benevolent Association, Inc. Patriot solicited the union's positions by attending the monthly PBA Meeting of the Fair Haven PBA and by meeting with the President and Vice President of the Rumson PBA.

While Patriot's staff was introduced to the Little Silver PBA President at his normal work assignment as the School Resource Officer at Red Bank Regional High School, a meeting with him to discuss this process was seemingly impossible. After scheduling three meetings with him, which were all cancelled at his request due to incidents occurring at the school, and after seeing him at the Police Station on at least two occasions while meeting with other officials, it was apparent to Patriot's consultant that he did not wish to meet with us. He was always very polite and professional when we met in passing but was never able to keep an appointment. As such, the opinions and concerns of the Little Silver PBA are not included herein.

The primary concern of the PBA officials was, not surprisingly, maintaining or improving the salaries and working conditions of the PBA membership.

Additionally, the perceived reduction in the level and quality of service, disconnect between the officers and their respective communities, and possible service cuts in the interest of savings were prominent issues. While regionalization would open some opportunities, it would close others, including seniority, promotions and assignments.

If regionalization were to occur, the officials were generally in favor of a single facility located centrally among the three towns. They believe an Advisory Committee of citizens should be formed to assist in the transition to a single agency. The primary concern is the loss of personal contact with the residents and visitors to their respective jurisdictions and the resulting impact on the quality of service. There were no significant differences in the concerns of these officials relative to which department they represent.

Strictly from a Labor/Management point of view, the primary obstacle to regionalization would be the single collective bargaining agreement. Review of all three current contracts reveals little difference in language, thereby indicating that these issues could be resolved without great difficulty. The issue of salary would best be addressed by agreeing to the highest pay scale of all three agencies for the new agency. This would be a strong positive signal to the PBA while not adding prohibitive costs to the operation of a consolidated agency.

Police Rank & File and Civilian Police Employees

These individual interviews with sworn and civilian personnel occurred in the station and/or during numerous ride-a-longs in each community and include all ranks except for Police Chief. Again, the concern voiced by this group was focused on the loss of "personal service" and identity with the community if regionalization were to occur. These concerns were voiced by each and every person interviewed, regardless of position, rank or agency.

Several believe the motivation behind the study is political and that none of the three governments are serious or committed to regionalization but only to the study and the political benefit that the results would bring to individual agendas. Several strongly believe that a regionalization would not be cost effective and are concerned about the division of shared costs due to the differences in tax rates and taxable property value gaps between the three towns. While cost effectiveness can and will be evaluated, the fact that these individuals "think" a regionalization would not be cost effective or "believe" politics is the motivating factor, the perception is reality. The point being that the "rank and file" is the group that will prove most important to the success of any regionalization and, therefore, is the group that must have confidence in the long term outcome.

While these seemingly negative concerns were widespread, they should not be construed as outright opposition to regionalization. A significant number of those interviewed believe that "some" regionalization is desirable. Communication was the most frequently mentioned function. Most of the personnel are open to the idea of regionalization if their individual concerns are addressed.

The idea of expanding specialization and promotional opportunities as well as a larger jurisdiction were all mentioned as appealing aspects of a regionalization. An overwhelming number of sworn and civilian personnel in all three departments have great pride in their individual agencies and their respective communities. These are all professional law enforcement practitioners. Regardless of their individual concerns and opinions, with strong leadership and clear direction, they would work to ensure the success of a consolidated agency.

An immediate, total regionalization would, however, present challenges both tangible and intangible, which would be difficult for this group to overcome, and therefore, would make attainment of success elusive.

The obstacles to and benefits of regionalization most often mentioned by the rank and file and civilian employees are listed below and represent their stated opinions:

Benefits

Larger area of jurisdiction
Ability to create Special Units/Career Development

Obstacles

Job Security
Negative promotional impact
Losing personal contact with public
Dealing with a new set of political agendas
Fiscal impact relative to % of cost sharing

Personnel Statutes Annex

Statutory Preservation of Seniority, Tenure, Pension Rights

Pursuant to NJSA 40A:65-8, *et. seq.*, sworn law enforcement officers have specially legislated rights to seniority, tenure and pension protections when their employers elect to share or regionalize law enforcement services. The statute reads, in part:

Whenever two or more local units enter into an agreement, pursuant to section 4 of P.L.2007, c.63 (C.40A:65-4), for the shared provision of law enforcement services within their respective jurisdictions, the agreement shall recognize and preserve the seniority, tenure, and pension rights of every full-time law enforcement officer who is employed by each of the participating local units and who is in good standing at the time the ordinance authorizing the agreement is adopted, and none of those law enforcement officers shall be terminated, except for cause; provided, however, this provision shall not be construed to prevent or prohibit a merged law enforcement entity from reducing force as provided by law for reasons of economy and efficiency.

The statute also provides specially legislated protections, rights and privileges just for Chief Law Enforcement Officers. Under the terms of NJSA 40A:65-8(b), the municipalities must designate in the shared services agreement what person or body will serve as the “appropriate authority” for the police department and provides that when the agreement is adopted, the three Chiefs of Police may elect to:

- ◆ Accept a demotion of no more than one rank without any loss of seniority rights, impairment of tenure, or pension rights; or
- ◆ Retire from service.

The statute goes on to state:

A person who elects retirement shall not be demoted, but shall retain the rank of Chief of Police or other chief law enforcement officer and shall be given terminal leave for a period of one month for each five-year period of past service as a law enforcement officer with a participating local unit. During the terminal leave, the person shall continue to receive full compensation and shall be entitled to all benefits, including any increases in compensation or benefits, that he may have been entitled to if he had remained on active duty.

It should be noted that the special legislative rights, protections and privileges extended to the Chiefs of Police do not extend to every other rank and person in the police departments.

Assuming that the municipalities would choose to retain one of the current Chiefs to head the TRPD, the other two Chiefs could choose demotion to the two Captain posts or elect to retire. The statute does not provide for special legislation permitting a person to retire who does not meet the standards for retirement from the Police and Fireman's Retirement System. This could be an issue that the municipalities will have to deal with should one or more Chief's choose retirement.

Shared Services Annex

Shared Services takes many forms. There are informal handshakes or courtesy agreements between local units that allow borrowing equipment or supplies on an as needed or project basis. Some are formalized through a memorandum of agreement that serves as the basis for periodic sharing for recurring needs. Other efforts, such as cooperative purchasing and joint insurance funds, operate by creating special purpose systems or units that provide the shared services. Still others are age-old systems of one community supporting a neighboring community in need. Such is the nature of sharing public safety resources in emergency situations.

In the State of New Jersey, virtually every type of formal sharing of services requires the legal endorsement of the participating governments' governing bodies, typically requiring the passage of a simple resolution or in some cases a full ordinance. For many decades, the legal basis for shared services was either the *Interlocal Services Act* or the *Consolidated Municipal Service Act*. In 2007, a new state statute was adopted to replace these pre-existing laws in an effort to ease the transition to, and encourage the adoption of, new shared services. The *Uniform Shared Services and Consolidation Act* (N.J.S.A. 40A:65-1, *et. seq.*) provides streamlined guidelines and important tools that may become vital to the long term success of any new shared service, in particular one involving law enforcement services. The older laws, though no longer "on the books," are still commonly referred to throughout the state, and for the sake of limiting the confusion that this new and relatively unreferenced law may cause the average reader, we reference them herein in their original forms.

The *Interlocal Services Act* (N.J.S.A. 40:8A-1 *et. seq.*) provided for broad enabling authority for voluntary cooperation between any two or more local units: any municipality, county, school or fire district and Board of Education. Local authorities could also be partners under certain circumstances. The law allowed any combination of two or more local units to contract with one another to share or jointly provide any service that they could provide for themselves. Under the Act, local units established service contracts, known as Interlocal Service Agreements, where the participants agree to share service responsibility or contract with one of the local units to provide the service to the other parties.²⁰

Similarly, the *Consolidated Municipal Service Act* (N.J.S.A. 40:48B-1 *et. seq.*) allowed two or more municipalities and/or counties to provide for the execution of municipal/county services jointly, wherein each participating government provides delegates to a quasi-independent authority or "joint meeting" with the responsibility to oversee and administer the new joint service.

The new *Uniform Shared Services and Consolidation Act* now addresses both areas of sharing in one act. Text of the relevant legislation may be found in the appendix of this report.

²⁰ New Jersey Department of Community Affairs

Subscription Services Annex

Subscription & Advising Services

This report contains an organizational structure that is designed to be flexible and easily adapted for growth in terms of employees, services and participating municipalities.

A narrative of possible subscription services that may result in additional revenue to the TRPD is contained in a separate annex at the end of this report.

Neighboring municipalities, including Sea Bright, Monmouth Beach, Shrewsbury and Oceanport are currently considering options to their current systems of dispatch as they relate to shared services. As the TRPD Communications Bureau stands up for operation, the addition of more municipalities as *clients* of this service could offset the cost of the service to the providing municipalities and potentially make this a self-funding operation.

Less than two miles, and only three minutes, from the western boundary of the TRPD response area lies the Township of Shrewsbury. The Township currently receives police services from the New Jersey State Police (NJSP), but will be forced to pay \$36,566 for this service in 2008 if they do not contract with another police agency to provide these services. If the participating communities are amenable, and if the TRPD could provide that service at a lower cost than the NJSP, it stands to reason that Shrewsbury Township might contract with the TRPD to provide that service, thus providing another revenue stream to the participants.

Finally, since the TRPD would be the first regional police department of its kind in New Jersey, it will be built to work as a regional department of adjustable size and scope and will possess individuals with the knowledge, skills and abilities to make a regional department work. Certainly, other area municipalities would prefer to be "one among equals" as opposed to being forced into a consolidation that may be unavoidable in the future, and other communities in the state might be interested in "hiring" a TRPD expert to help them with their own eventual regionalization. Either option provides interesting possibilities in terms of potential revenue sources.

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