

Borough of Interlaken

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Borough Administrator/Municipal Clerk

February 26, 2010

Ms. Lori L. Osborn, RMC
Borough of Allenhurst
125 Corlies Avenue
Allenhurst, NJ 07711

RE: POLICE SERVICES

Dear Ms. Osborn:

The Interlaken Borough Council has discussed the Borough of Allenhurst's proposals which were presented at our special joint meeting held on January 27, 2010.

After thorough review, we hereby submit the enclosed counter proposal for the Allenhurst Board of Commissioners to review.

If you have any questions, please feel free to contact me.

Yours truly,

Dawn McDonald, RMC
Borough Administrator/Clerk

cc: Chron/file

Enclosure

Date: February 26, 2010

To: Allenhurst Commissioners

From: Interlaken Borough Council

Subject: Merged Entity – Joint Meeting as per the 2007 Shared Services Act

Interlaken and Allenhurst municipalities are in a unique and rare position to merge police services and derive significant savings for the taxpayers of both communities. The goal of any corporate merger is to remove cost and create a more efficient operating entity to reduce the increase of cost and deliver an improved service more efficiently (profitably in the private sector). The legislation passed in 2007 in the form of the Shared Services Act encourages and outlines the means by which to deliver the “removal of cost” to municipalities.

The Borough of Interlaken has not been afforded the opportunity to present the interest of its elected officials to pursue a “joint meeting” or “merged entity” as it has been described in the public discussion. This is the first formal offer made to the Commissioners of the Borough of Allenhurst, and immediately available to the public of both municipalities for consideration.

Joint Meetings have a life of 40 years. We would propose entering into a Merged Agreement on beginning January 1, 2011. If Allenhurst signs a letter of intent to begin work towards a Merged Entity, the supervisory services of Interlaken’s Police Department could be transferred to Allenhurst Police Department.

Due to current attrition of a Chief of Police for Interlaken and Sergeant for Allenhurst, the integration of workforce today, attrition in the future and outsourcing of communication, the shared savings over the next 10 years will exceed \$6,000,000 to the tax payers of both communities.

These savings will be realized in the reduction of salaries, pension, health insurance and the need to replace retiring officers until the work force reaches a department of 12 officers. Chief Richter stated on January 27, 2010 that 12 officers is the proper number. The savings for Allenhurst are far greater than those for Interlaken in the early years of the Merged Entity. The expectation is that over time the integrated and merged departments will be recognized as the equity of both communities and the significant savings to one community over the other will be outweighed by the long term benefits. Reduction of the increasing cost to maintain a police department for .63 square miles and fewer than 700 homes is the strength of the argument and why the long term savings and preservation of a “small town department” should be the driving force to create a Merged Entity.

In the first 12 months the respective savings are approximately \$120,000 for Interlaken and \$400,000 for Allenhurst taxpayers. These savings are achieved by expenses otherwise incurred by replacing personnel recently retired and the outsourcing of dispatch services.

Neither Municipality is “Civil Service,” thus the opportunities to match two very similar communities and their respective police departments are not as challenging as presented to Interlaken’s Council by the Allenhurst Commissioners in our prior meetings.

Interlaken’s Council feels that the opportunity to create an efficient department from two, utilizing the best technology, equipment, resources and communications available, at the most affordable cost to the tax payer is our obligation to the residents we serve. Our proposed plan preserves the services we have come to expect and enjoy as residents of small communities providing our own police services. Our proposal preserves the equity in supporting and funding of a public safety entity and keeping all our current officers employed. There are savings to be achieved and all of the items presented in the subsequent pages are negotiable. We believe that it is very difficult for both communities to not explore this proposal, together. Interlaken has equity in a department currently and is not interested in forfeiting that to a contract for police services.

Interlaken has some choices, regardless of the results of the bond referendum.

1. Merge with Allenhurst and form “AIPD”
2. Maintain our own police department
3. Issue an RFP for police services to all interested neighboring municipalities

Under the Merged Entity approach, the residents of Allenhurst and Interlaken would experience no interruption of service, see familiar faces behind the wheel of patrol cars and know that the police serving them were, are and will continue to be “THEIR COPS.”

Respectfully Submitted,

Interlaken Borough Council & Mayor

Interlaken proposes the following general terms on a Merged Entity basis:

Interlaken will commit \$750,000 (approximately 50%) towards the annual cost of the Merged Entity for Police services in the first year and commit to share equally in future years.

The basis for sharing of cost will always be a percentage of the cost to maintain a Merged Entity for Police, not assigned, apportioned, or allocated to assessed values of any municipality receiving services from the Merged Entity

No officers will lose their positions or seniority

The Allenhurst PBA Contract currently in force will be adopted (Interlaken's contract has expired)

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.

The combined assets of both municipalities will be assigned to the Merged Entity and a credit balance determined by a third party to establish credit to the municipality with the higher value of assets

The Allenhurst Police Chief and Deputy Chief or next in line to be Chief will be the next two Police Chiefs of the Merged Entity

The number of members of the Joint Meeting is negotiable

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.

The Merged Entity will contract for communications services from either a neighboring community or the County of Monmouth

The Merged Entity will operate from the Allenhurst Police Department's current facility until such time as the "Joint Meeting" decides otherwise

Termination of the Merged Entity must be done by both governing bodies

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

A Merged Entity is the only consideration which can provide to the residents of Interlaken and Allenhurst a public safety service with equity, reduced expense, lower future costs and mutual interest in having "our police" long into the future without either town taking advantage of the other.

The use of a Joint Meeting protects each municipality from each other and itself should there be a significant change in the philosophy of the governing bodies willing, able and wise enough to take this step today and recognize the opportunity before both municipalities exists now.