

**SHARED SERVICES AGREEMENT  
BETWEEN THE  
READINGTON TOWNSHIP BOARD OF EDUCATION  
AND  
READINGTON TOWNSHIP**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_, 2023, by and between **READINGTON TOWNSHIP**, with offices located at 509 Route 523, Whitehouse Station, New Jersey 08889 (hereinafter referred to as the "Township") and the **READINGTON TOWNSHIP BOARD OF EDUCATION**, with offices located at P.O. Box 807, Whitehouse Station, New Jersey 08889 (hereinafter referred to as the "Board") (hereinafter collectively referred to as the "Parties".)

**WITNESSETH:**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, the Board and the Township are authorized to purchase and or provide security services for their respective jurisdiction; and

**WHEREAS**, the Board and the Township are of the opinion that these services can be more efficiently and economically provided to the Board through an agreement providing for police services (listed under II (B)) in the Readington Township School District (hereinafter referred to as the "District") by Township police officers; and

**WHEREAS**, the Parties desire to enter into a shared services agreement authorizing the Township to provide police services to the Board's District buildings utilizing certain police officers provided by the Township's Police Department.

**NOW, THEREFORE**, the Township and the Board, based on the foregoing premises and the mutual promises and covenants contained herein the Parties agree as follows:

**I. DEFINITIONS:**

"Police Officer" means, for the purposes of this Agreement, a police officer of the Readington Township Police Department who does not exceed the rank of a Class II Special or Class III Special.

"RTPD"- means the Readington Township Police Department.

**II. OBLIGATIONS OF THE TOWNSHIP:**

A. Assignment of Police Services: The Township shall provide up to four (4) police officers to provide Police Services consistent with the district calendar for student days at each of the following District locations:

- i. Readington Middle School, 48 Readington Road, Whitehouse Station, New Jersey 08889
- ii. Holland Brook School, 52 Readington Road, Whitehouse Station, New Jersey 08889
- iii. Three Bridges School, 480 Main Street, Three Bridges, New Jersey 08887
- iv. Whitehouse School, 50 Whitehouse Avenue, Whitehouse Station, New Jersey 08889

**B. Responsibilities:**

The duties and responsibilities of the Township's police officers while on District property may include, but are not limited to, the following:

- i. Assist school personnel in dealing with emergencies.
- ii. Patrol school buildings and grounds to protect against illegal entry, acts of violence, vandalism, illegal drug activity, arson, and theft.
- iii. Report and address, if necessary, any observed irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances affecting the health and welfare of students and school personnel.
- iv. Inspect points of entry to ensure that they are locked.
- v. Take all necessary action with respect to any trespassers, suspicious persons and hazardous conditions identified during their assignment.
- vi. Warn, detain, cite and/or take into custody violators of the law when necessary.
- vii. Township police officers shall not act as school disciplinarians. Disciplining students is a school responsibility. In the event a Township police officer observes a student disciplinary incident they shall notify a member of the school administration immediately.

**C. Police Officers Remain Employees of the Township:**

Although assigned to the District property, police officers providing service duties to the District shall remain employees of the Township and under the sole and exclusive jurisdiction of the RTPD and/or Readington Township; they shall not be considered employees of the Board. Within the limitation of their oath of office, police officers shall be always subject to the Board's policies and regulations while on Board property. Except as provided in Article II (B) of this Agreement, the Township shall be responsible for paying the salaries of the police officers it assigns to the school during the term of this Agreement.

### III. OBLIGATIONS OF THE BOARD:

- A. Use of facilities: The Board shall make its facilities available for the police officers assigned to the District Buildings.
- B. Compensation: The Board shall reimburse the Township for half of the services of the 4 (Four) assigned police officers provided to the district at the rates as follows: 4 (Four) assigned police officers at \$41.25 Forty-one Dollars and Twenty- Five cents per hour, which includes the Township's costs (including payroll taxes, insurance Protective gear, vehicle, and administrative fees per officer. Further, the Board shall reimburse the Township the full additional cost of the 4 (Four) assigned police officers salary increase for the 2023-2024 school year while assigned to the District, 2 (Two) police officer increases of \$6.88 and 2 (Two) police officer increases of \$9.63, which includes the Township's costs (including payroll taxes, insurance Protective gear, vehicle, and administrative fees per officer. Any work by the police officers beyond assignments to the District shall not include the increased salary increase, and be borne by the Township at their discretion and established rate outside of this contract. The police officers assigned shall not to exceed forty (40) hours per week unless requested by the District. In the event the district requests the Officers to remain over the (40) hours per week, per State law, the District will reimburse 100% of the overtime salaries at time and one-half. The Parties hereby agree that the maximum financial obligation for all services and costs (as enumerated above), shall not exceed One-Hundred and Nineteen Thousand Four-Hundred and Sixty Dollars (\$119,460) for the Township, and One-Hundred and Seventy-Five Thousand Two-Hundred and Eight Dollars (\$175,208) for the District, or Two-Hundred Ninety-Four Thousand Six Hundred and Sixty-Deight Dollars (\$294,668) for four (4) officers in aggregate during the 2023-24 school year. The Township and the District shall split the costs evenly for 40 hours of each Officer, excluding the salary increase denoted above that shall be borne entirely by the District. The Township hereby represents that it can and shall provide the services specified in this Agreement and the Board shall remit payment to the Township, in accordance with the rates set forth in this Agreement, within thirty (30) days receipt of a duly executed voucher for payment.

If the event a Class II Special or Class III Special shall both be unavailable to fulfill the commitments contained within this agreement for an extended period of time such as five (5) consecutive days or longer, the parties agree to meet in good faith to revisit terms contained herein. Further, the parties agree to meet in good faith for any coverage outside normal school hours for specific district-sponsored functions such as board meetings, or other as requested in advance by the Board in consideration if the Township has capacity to provide such services. This includes but is not limited to the definition of an officer, compensation, and so forth. Modifications to this Agreement shall only be by an instruction in writing signed by the Parties.

### IV. TERM AND TERMINATION

- A. This agreement shall commence on September 7, 2023, the first day of school, and end at the end of the 2023/24 school year and can be renewed at the beginning of each school year upon agreement of both parties.

B. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event this Agreement is terminated by the Board in accordance with the terms of this section, the Board's financial liabilities shall cease upon the effective date of termination, with the exception of any amounts due and payable to the Township for services rendered prior to the effective date of termination.

V. INDEMNIFICATION: The Township shall indemnify, defend or hold harmless the Board, its agents, members, officers, directors, employees, students, guests, licensees and invitees from and against any and all losses, claims, actions, damages, reasonable attorney's fees, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned by acts or omissions of the Township's agents, servants or employees during the performance of services pursuant to this Agreement. The Township shall further indemnify, defend or hold harmless the Board, its agents, members, officers, directors, and employees from and against any and all losses, claims, actions, damages, reasonable attorneys' fees, liability and expenses incurred by a Township employee in connection with the performance of his/her duties pursuant to this Agreement.

The Board shall indemnify, defend or hold harmless the Township, its members, officers, directors and employees from and against any and all losses, claims, actions, damages, reasonable attorney's fees, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned by the negligent acts or omissions of the Board's agents, employees or servants, during the performance of services pursuant to this Agreement.

VI. INSURANCE: Both Parties shall maintain full and complete liability insurance throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured. Said coverage limits shall be not less than the maximum amounts of liability coverage now maintained by each party.

The Township shall maintain workers' compensation insurance as required by state law covering all employees employed by the Township in connection with the services rendered pursuant to this Agreement.

VII. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Hunterdon, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the Parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

VIII. MODIFICATION: This Agreement may be modified only by an instruction in writing signed by the Parties.

IX. MERGER: This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the Parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

X. WAIVER: No waiver by either party of any term or condition of this Agreement shall be

deemed or construed to constitute a waiver of any other term or condition of any other term or condition of any subsequent breach, whether of the same or different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

- XI. SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- XII. NOTICE: All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address:
- For the Township:  
Readington Township  
Attention: Richard Sheola, Administrator  
509 Route 523  
Whitehouse Station, NJ 08889
- For the Board:  
Readington Township Board of Education  
Attention: Jason M. Bohm, Business Administrator  
P.O. Box 807  
Whitehouse Station, NJ 08889
- XIII. ASSIGNMENT: Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt threat shall be null and void.
- XIV. SECTION HEADINGS: Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.
- XV. COUNTERPARTS: This Agreement may be executed in any number of counterparts, which taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.
- XVI. AMENDMENTS: This Agreement shall be binding upon the Parties, and an amendment thereto shall be effective only if agreed upon by the Parties in writing and properly witnessed.
- XVII. PUBLIC INSPECTION: Each party shall maintain a copy of this Agreement on file at their offices, which shall be open to the public for inspection immediately after passage of a resolution to become a party to this Agreement in accordance with N.J.S.A. 40A:65-5(b).

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials.

WITNESS:

READINGTON TOWNSHIP

\_\_\_\_\_  
Karin Parker, Township Clerk

\_\_\_\_\_  
Mayor

WITNESS:

READINGTON TOWNSHIP  
BOARD OF EDUCATION

\_\_\_\_\_  
Dated: \_\_\_\_\_