

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

THIS AGREEMENT made this 24th day of July, 2018, 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 random routine patrol checks 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 security services to the Board in the form of random routine police patrol checks of 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 Office" 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.

"RTPD"- means the Readington Township Police Department.

II. **OBLIGATIONS OF THE TOWNSHIP:**

A. **Assignment of Random Patrols:** In addition to regularly scheduled patrols conducted by RTPD as part of their normal duties, the Township shall provide at least one (1) police officer to conduct five (5) random patrols per week 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. Patrol Responsibilities :

The duties and responsibilities of the Township's police officers while on patrol of Board 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 secure.
- v. Take all necessary action with respect to any trespassers, suspicious persons and hazardous conditions discovered during the patrol.
- 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 random patrol checks of District property, police officers providing patrol 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 subject to the Board's policies and regulations at all times 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 during any random patrol check.
- B. Compensation: The Board shall reimburse the Township for the services of the police officers provided to the District at the rate of Twenty-Eight Dollars (\$28.00) per hour, plus seven and one-half percent (7.5%) of that hourly rate to cover the Township's costs (including payroll taxes, insurance and administrative fees), per officer, not to exceed thirty-five (35) hours per week. The Parties hereby agree that the Board's maximum financial obligation for all services and costs (as enumerated above), shall not exceed, Thirty-Eight Thousand Dollars (\$38,000) during the 2018-19 school year. 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.

IV. **TERM AND TERMINATION**

- A. This agreement shall commence on September 6, 2018, first day of school, and end at the end of the 2018/19 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: Vita Mekovetz, Administrator
509 Route 523
Whitehouse Station, NJ 08889

For the Board:

Readington Township Board of Education
Attention: Business Administrator
P.O. Box 807
Whitehouse Station, NJ 08889

- VIII. 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

Vita Mekovetz, Administrator/Clerk

Mayor

WITNESS:

READINGTON TOWNSHIP
BOARD OF EDUCATION

Dated: _____
