

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Warren COUNTY: Somerset

RECIPIENT: Watchung Hills Regional High School COUNTY: Somerset

BRIEF DESCRIPTION OF SERVICE:

School Resource Officer

EFFECTIVE DATE: September 1, 2016

EXPIRATION DATE: August 31, 2017

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICE AGREEMENT
SCHOOL RESOURCE OFFICER
WATCHUNG HILLS REGIONAL HIGH SCHOOL

THIS SHARED SERVICE AGREEMENT, dated September 1, 2016, is made by and between **WATCHUNG HILLS REGIONAL HIGH SCHOOL BOARD OF EDUCATION**, a body corporate, constituted and governed by N.J.S.A. Title 18A, and located at 108 Stirling Road, Warren New Jersey, 07059-5799 (“Board of Education”) and the **TOWNSHIP OF WARREN**, a municipal corporation of the State of New Jersey, with offices located at 46 Mountain Boulevard, Warren, New Jersey 07059 (“Township”).

WHEREAS, the Watchung Hills Regional High School (the “WHRHS”) is located in the Township; and

WHEREAS, the Township’s Police Department has primary law enforcement powers and jurisdiction within the borders of the Township; and

WHEREAS, the Board of Education acknowledges that it operates a Regional School District and desires to utilize a School Resource Officer (“SRO”) for the protection of the children attending the WHRHS; and

WHEREAS, the Township and the Board of Education have agreed that it is in their mutual best interests to formalize an Agreement with the Township which would allow for an existing Warren Township police officer to be assigned as SRO; and

WHEREAS, the Township and Board of Education have agreed to enter into this Shared Services Agreement to formalize the designation of said SRO; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers public entities to enter into Shared Services Agreements amongst themselves for the purpose of saving money between local bodies for shared services.

NOW, THEREFORE, in consideration of the mutual premises and conditions contained herein, the parties agree as follows:

1. **SRO Responsibilities**: The SRO shall provide the following services to the Board of Education:
 - Provide law enforcement and police services to WHRHS, its school grounds and areas adjacent to the WHRHS. Investigate allegations of criminal incidents as per the Warren Township Police Department policies and procedures. Enforce all State, local laws and ordinances, including the enforcement of parking violations.
 - Work to prevent juvenile delinquency through close contact and positive relationships with students. Work with WHRHS Security Personnel to deter criminal or delinquent activities. File police reports as necessary memorializing incidents which occur in the WHRHS and on its grounds.
 - Establish and maintain a close partnership with WHRHS administration and staff in order to provide a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures. Ensure school administrative and staff safety by being present during school searches, which may involve weapons or controlled dangerous substances. Engage students whose emotional state may present a risk to school administration or staff and refer them to the appropriate school personnel as soon as is practical.
 - Assist school administration in emergency crisis planning and building security matters.
 - Assist the WHRHS Director of Security in providing training to school personnel in handling crisis situations, which may arise at the WHRHS.

- Be visible throughout the WHRHS facility. Build working relationships with the school's staff as well as with student and parent groups. Attend and participate in WHRHS functions both on and off the campus as may be required.
- Develop and implement classes in law related education to support the educational related topics and the role of police in our society
- Work with guidance counselors, student support staff and student families to assist in conflict resolution and referral efforts.
- Operate as a positive role model and promote the Law Enforcement Professional by being accessible and engaging to students and staff in the classroom and common areas of WHRHS.
- Perform any and all other job responsibilities as deemed appropriate by the Township's Chief of Police.

2. Day to Day Functions of SRO. The SRO shall at all times be under the direct supervision of the Township's Chief of Police. The day-to-day functions of the SRO shall be as assigned by the Township's Chief of Police or his designee, in consultation with the WHRHS Director of Security.

3. SRO Work Schedule. The SRO's work schedule shall be determined by the Chief of Police in consultation with the WHRHS Director of Security. It is understood that the Chief of Police will make every effort to ensure that the SRO shall be assigned to WHRHS on a full-time basis during the school year and be present at WHRHS during school hours on days that school is in session. For the purpose of this Agreement, "school hours" shall be defined as the time of day that the teachers in that school are required to report until the teachers' dismissal time.

If the SRO will be out for more than three (3) consecutive days for any reason, the Chief of Police will make every effort to assign another duly trained police officer to perform the functions of the position.

4. Term. This term of this Agreement shall be from September 1, 2016 through June 30, 2017. It is anticipated that this Agreement will be extended yearly upon the mutual consent of both parties by resolution of the respective parties.

5. Payment to Township for SRO. The Board of Education agrees to pay to the Township the sum of \$112,000.00 to defray the cost of said SRO. This sum shall be paid in four installments of \$28,000.00, payable on September 15, 2016, December 15, 2016, March 15, 2017 and June 15, 2017. The Board of Education agrees to use every effort to fund the position of SRO in its future budgets.

6. Selection of SRO. The Township's Chief of Police shall assign an SRO with input from the Management Committee (discussed hereinbelow). The Township's Chief of Police reserves the right to choose a substitute SRO if the designated SRO becomes ill or is injured in consultation with the WHRHS Director of Security. If a long-term replacement becomes necessary, the Chief of Police will make every effort to obtain input from the Management Committee.

7. Management Committee. A Management Committee shall be established to mediate any all disputes between the parties relative to the position of SRO. The Management Committee shall meet at least twice a year to resolve issues on an as- needed basis. The Management Committee shall be comprised of (i) Chief of Police; (ii) Township Administrator; (iii) WHRHS Director of Security and (iv) either the WHRHS Business Administrator or Superintendent. The decision of the Management Committee on any issue brought to it shall be binding upon the parties.

8. SRO an Employee of the Township. The SRO shall be an employee of the Township and be paid in accordance with the Township's standard payroll procedures. Notwithstanding the foregoing, the Board of Education shall maintain: (a) General Liability Coverage for the SRO in an amount not less than Two Million Dollars (\$2,000,000.00), and (b) Automobile Liability Coverage for the SRO in an amount of not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement and cause the Township to be designated on said policies as an additional insured. The Township shall maintain Worker's

Compensation Coverage for the SRO in the statutorily mandated amounts as well as police officer professional liability insurance in the same amounts as provided to all other Township police officers. The Board shall be named as an additional insured on the Township's police officer professional liability policy. Evidence of same shall be provided to each party to this Agreement.

9. Indemnification. The Township assumes all liability for, and agree to protect, defend, indemnify and hold the Board, collectively and individually, and its agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of, resulting from, or incurred in connection with the negligence, malfeasance and/or intentional acts or omissions of the Township, the SRO, its agents, servants or employees related to the performance of the Township's and SRO's obligations under the terms of this Agreement.

The Board assumes all liability for, and agree to protect, defend, indemnify and hold the Township, collectively and individually, and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of, resulting from, or incurred in connection with the negligence, malfeasance and/or intentional acts or omissions of the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement.

10. SRO Office. The Board of Education shall provide the SRO with secure office space as well as an internet connection and telephone connection within the WHRHS.

11. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of New Jersey, without regard to conflict of laws principles. Any disputes arising hereunder shall be brought before the state courts of the State of New Jersey, to which exclusive jurisdiction both parties hereto hereby agree to submit.

12. Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this Agreement shall continue in full force and effect, to the extent the essential understanding of the parties hereto is not lost thereby.

13. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors, representatives and permitted assigns.

14. Notice. Notices to be provided under this Agreement shall be in writing and shall be deemed to have been given if mailed postage prepaid by first class certified mail, return receipt requested, or registered mail to the addresses set forth in the preamble hereto, or if hand delivered to the same address. All such notices shall be specifically addressed to the Township Administrator if delivered to the Township and to the Board of Education Superintendent if delivered to the Board of Education.

15. Cancellation and Termination: Notwithstanding any other terms of this Agreement, either party may terminate this Agreement with or without cause upon sixty (60) days written notice. In the event of an alleged breach of this Agreement by either the Township or the Board, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have ten (10) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by giving the breaching party fifty (50) days prior written notice of its decision to terminate as of the date specified in said writing.

If this Agreement is either cancelled or terminated in accordance with the above provisions, any and all monies due and owing shall be paid on a prorated basis according to the amount of services performed prior to the effective date of termination. Any monies paid for services not yet rendered shall be refunded to the Board.

16. Entire Agreement. This Agreement, which must be formally approved by each party to this agreement, constitutes the entire agreement between the parties hereto regarding the subject matter hereof.

17. Modification. This Agreement shall only be modified by a writing signed by all of the parties hereto.


18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

19. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

20. No Joint Venture or Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Township and the Authority. The parties expressly disclaim any right to act by or on behalf of each other unless otherwise expressly provided for herein.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

WITNESS:



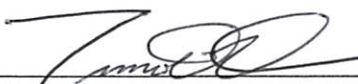
Patricia A. DiRocco, RMC, Township Clerk
CATHY REESE

TOWNSHIP OF WARREN

By: 


Name: George Lazo
Title: Mayor

WITNESS:



Mr. Timothy Stys
Business Administrator/Board Secretary

WATCHUNG HILLS REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

By: 

Name: Dr. Gregory Przybylski
Title: Board President