

**DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET**

PROVIDER: Middle Township COUNTY: Cape May

RECIPIENT: Cape May County Vocational Technical School District COUNTY: Cape May

BRIEF DESCRIPTION OF SERVICE:

Middle Township is to provide Cape May County Vocational Technical School with a School Resource officer

EFFECTIVE DATE: August 15, 2018

EXPIRATION DATE: June 30, 2021

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

Please submit this cover sheet with shared service agreement either via email to HGG@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 SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF MIDDLE
AND

CAPE MAY COUNTY TECHNICAL SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER

AUGUST 15, 2018
TO JUNE 30, 2021

PURSUANT TO THE PROVISIONS
OF

N.J.S.A. 40A:65-1 ET SEQ.

**SHARED SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF MIDDLE
AND
CAPE MAY COUNTY TECHNICAL SCHOOL DISTRICT
BOARD OF EDUCATION**

This Agreement is dated as of the date set forth below by and between the Cape May County Technical School District (the "Board") and the Township of Middle (the "Township").

Pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq, the Board and the Township as "Local Units" defined therein, are empowered to contract for the provision of services on behalf of one party, which the other party providing such services is otherwise empowered to render within its own jurisdiction. The Township has the personnel and the capacity to provide the services described herein to the Board and it is the intent of the parties through this Agreement to establish the terms and conditions under which the Township shall provide such services to the Board.

The Township shall provide these services to the Board from August 15, 2018 until June 30, 2021. Both parties have agreed that the Board will reimburse the Township during the term of this Agreement as outlined on the attached schedule.

The primary objective of a School Resource Officer shall be:

“Through cooperation and interaction with the school district administration, promote and perpetuate a safe, non-violent, non-threatening, academic environment that is conducive to the educational goals of the district relative to the students, parents, faculty and administrative staff.”

SCOPE OF SERVICE

1. The Township of Middle Police Department shall assign one (1) police officer to the school building only on days when school is in regular session from one-half hour before the start of the school day until one (1) hour after the school day. (Normally from 7:30 am to 3:30 pm)
2. The general responsibilities of the school resource officer are to:
 - a. Report and respond to/with the building principal as part of a program of cooperation.
 - b. Assist the administration with facility security.
 - c. Maintain a highly visible presence during student/class movements and activities.
 - d. Act as a role model for the student population.
 - e. Interact in a cooperative environment with the students, faculty & staff.
 - f. Conduct investigations of statutory law violations observed and referred by district officials.
 - g. Respond appropriately to threats/acts of violence.
 - h. Enforce statutory and local traffic law/regulations upon district property.
 - i. Serve as an advisor to approved student groups.
 - j. Provide narcotic and alcohol education in approved program.
 - k. Assist guidance with group/staff in confidential matters upon request.
 - l. Serve as liaison between the school district, Middle Township Police Department and other enforcement agencies.
 - m. Serve as D.A.R.E. officer if/when needed.
3. The police officer assigned and detailed to the district as part of the School Resource Officer Program remains under the command and authority of the Chief of Police.
4. The cost of providing these services due to the Township from the Board is :

2018/2019 - \$77,285.00
2019/2020 - \$78,830.00
2020/2021 - \$80,406.00

The payment schedule shall be in ten (10) equal installments of the amount listed above to be paid by the first day of each month, beginning September 1, of each year.

5. For school events outside of normal school hours, this Board will be charged \$130 for each officer at the event, plus \$10 to cover Social Security and Medicare costs for a total of \$140.
 - (a) The Township agrees the School Resource Officer (SRO) will be present at annually occurring special events and functions including: New Student Orientation, Back to School Night, Open House, and High School Commencement. In consideration, the Chief of Police and the Chief School Administrator will cooperatively modify the SRO's schedule in order to ensure attendance and not exceed the total of normal school day hours.
6. Pursuant to N.J.S.A. 40A-65-7, the parties provide the following specifics:
 - (a) The services to be provided are described above.
 - (b) The standard for the level, quality, and scope of performance shall be that the Township shall provide a police officer to act as the School Resource Officer, and perform the general responsibilities listed above.
 - (c.) The exact cost throughout the duration is \$236,521.00. The Board shall pay this amount to the Township in the amounts and on the dates as indicated above. The Township does not pay any amount to the Board.
 - (d.) The duration of the Agreement shall be from August 15, 2018 until June 30, 2021.
 - (e.) Payment shall be made by the Board to the Township in the amounts and on the dates indicated above, by a check made payable to the Township of Middle and delivered by either mail or hand delivery to the Treasurer of the Township of Middle.

Any dispute which may arise between the parties as to the interpretation of the terms of this Agreement or the satisfactory performance of any of the parties of the services and other responsibilities required by this Agreement shall be resolved by binding arbitration. The parties can agree to one arbitrator, and if they cannot, they can each name an arbitrator, and each arbitrator shall pick a third arbitrator.

7. **Effective Date:** This Agreement shall be effective upon the adoption of authorizing Resolution by each of the parties hereto and, thereafter upon the execution of this agreement, which may be by counterpart, by their respected officers.

8. **Performance Review:** At the end of each school year the Superintendent and Chief of Police will meet to review the performance of the School Resource Officer. The Township agrees the Chief of Police will take appropriate actions to address any performance related issues identified during the review.

INDEMNITY AND ADDITIONAL INSURED

Cape May County Vocational Technical School shall indemnify, save harmless and defend the Township, its elected and appointed officials, its employees, agents, its volunteers and others working on behalf of the Township, from and against any and all claims, losses, costs, attorney fees, damages or injury including death and/or property loss, expense claims or demands rising out of or alleged to have been caused in any manner by defect in any equipment or material supplied under this agreement, or by the performance of any services under this agreement, including all suits or actions of every kind or description brought against the Township, either individually or jointly with Cape May County Vocational Technical School for or on account of any damage or injury to any person or persons or property caused or alleged to have been caused by, or on account of, the performance of any service pursuant to or in connection with this agreement, or through any negligence or alleged negligence in safeguarding the servicer area, or through any act, omission or fault or alleged act, omission or fault of the Cape May County Vocational Technical School, its employees, or agents or others under this Shared Services Agreement.

Cape May County Vocational Technical School shall be required to name the Township as an additional insured on the Cape May County Vocational Technical School policy of commercial general liability insurance, and simultaneously with the delivery of the executed Shared Services Agreement, Cape May County Vocational Technical School shall provide the Township with a Certificate of Insurance indicating that the insurance coverage as described in the attached

Schedule "A", and as is appropriate for the services being performed and furnished has been obtained and that the Township has been designated as an additional insured where required. On or before the renewal date of said policy, Cape May County Vocational Technical School shall be required to provide the Township with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Township as additional insured.

IN WITNESS THEREOF, the parties hereunto set their hands and seals or caused their proper officials to set their hands and affix the corporate seal this

_____ day of _____ 2018

ATTEST:

CAPE MAY COUNTY TECHNICAL SCHOOL



Paula J. Smith, Board Secretary

BY: 

Alan I. Gould, President

Dated: 8/30/18

(Seal)

ATTEST: 

Kimberly Krauss, Municipal Clerk

TOWNSHIP OF MIDDLE
BY: 

Michael Clark, Mayor

Dated: 08/07/2018

(Seal)

TOWNSHIP OF MIDDLE
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION
323-18

Date: August 6, 2018

Subject: RATIFY SHARED SERVICES AGREEMENT - CAPE MAY COUNTY VOCATIONAL
TECHNICAL SCHOOL DISTRICT-SCHOOL RESOURCE OFFICER

Introduced By: Committeeman DeVico

Seconded By: Committeeman Donohue

Vote - Aye: Committeeman DeVico, Committeeman Donohue, Mayor Clark
Nay:

BE IT RESOLVED by the Township Committee of the Township of Middle, the governing body thereof, that the attached Shared Services Agreement for a School Resource Officer with the Cape May County Vocational Technical School District and the Township of Middle, be and is hereby ratified.

BE IT FURTHER RESOLVED, that said agreement shall be for three years from August 15, 2018 through June 30, 2021.

FURTHER RESOLVED, that the appropriate officials are hereby authorized and directed to sign said agreement.

I, Kimberly D. Krauss, Township Clerk of the Township of Middle, Cape May County, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting of said Middle Township Committee, held on August 6, 2018 and said Resolution was adopted by not less than a two-thirds vote of the members of the Township Committee.

Witness my hand and seal of
the Township of Middle, this
6th day of August, 2018


Kimberly D. Krauss, Municipal Clerk