

JUL 16 2018

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Mount Olive Township COUNTY: MORRIS

RECIPIENT: Mount Olive Board of Education COUNTY: MORRIS

BRIEF DESCRIPTION OF SERVICE:

Class Three Special Law Enforcement Officers / Security Detail

EFFECTIVE DATE: 7/11/2018

EXPIRATION DATE: 7/11/2019

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT -0- (no funds exchanged)

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.

RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT OLIVE AND THE MOUNT OLIVE BOARD OF EDUCATION FOR THE PROVISION OF CLASS THREE SPECIAL LAW ENFORCEMENT OFFICERS

WHEREAS, the Township of Mount Olive ("Township") and the Mount Olive Board of Education ("Board") (collectively, "Parties") have mutually agreed that adding security to the Mount Olive School District is needed to protect the students' health, safety and welfare; and

WHEREAS, the Township and the Board wish to enter into a shared services agreement ("Agreement") pursuant to N.J.S.A. 40A:65-1 et seq. for the purpose of setting forth the obligations of the Parties regarding the Township's provision of Class Three Special Law Enforcement Officers to the Board and the Board's hiring of security guards; and

WHEREAS, although there will be no exchange of money between the Parties, the Board and the Township have agreed to share responsibilities for the arrangement as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Mount Olive, County of Morris, State of the New Jersey, that the Mayor is hereby authorized and directed to execute the attached interlocal services agreement between the Township of Mount Olive and the Mount Olive Board of Education for the provision of Class Three Special Law Enforcement Officers.

TOWNSHIP OF MOUNT OLIVE



Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on July 10, 2018.


Michelle Masser, Township Clerk

SHARED SERVICES AGREEMENT

BY AND BETWEEN

TOWNSHIP OF MOUNT OLIVE
204 Flanders-Drakestown Road
Budd Lake, New Jersey 07828

and

MOUNT OLIVE BOARD OF EDUCATION
227 U.S. Highway 206, Suite 10
Flanders, New Jersey 07836

THIS AGREEMENT ("Agreement"), made this ^{11th} day of July 2018, by and between the Township of Mount Olive (the "Township"), and the Mount Olive Board of Education (the "Board") (collectively, the "Parties");

WHEREAS, Township and the Board wish to enter into a shared services agreement for the purpose of setting forth the obligations of the Parties regarding the Township's provision of Class Three special law enforcement officers to the Board and the Board's hiring of security guards; and

WHEREAS, although there will be no exchange of money between the Parties, the Board and Township have agreed to share responsibilities for the arrangement as set forth herein.

NOW THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Services

a. The Township shall hire Class Three special law enforcement officers ("Class Three Officers" or "Officers"), who shall thereafter serve as security detail for the Township public schools. At all times during the assignment, the Class Three Officers shall be considered Township employees, and shall work under the rules and regulations of the Township and the Township Police Department. When present on school grounds, the Class Three Officers shall additionally work under the policies and regulations of the Board.

b. The Board shall hire security guards ("Security Guards") who shall serve as security detail for the Township public schools. At all times during the assignment, the Guards shall be considered Board employees.

c. All Special law enforcement officers assigned to the Township public schools shall report directly to the Township Chief of Police or his designee. School Security Guards shall have a collaborative relationship with the Township Police Department regarding school safety. Security Guards shall report to the Superintendent of Schools or his/her designee.

d. If and when reasonably possible, the Board will provide the Class Three Officers with a vehicle. The Board will be given the option of purchasing two (2) Township Police Department vehicles prior to the Township selling them at auction, if such vehicles become available for the Township to auction.

e. The Township shall be responsible for providing any and all uniforms to each Officer. Each Officer shall be in uniform, and shall be armed as appropriate. The uniform shall include, but not be limited to, a hat and appropriate badges which shall bear an identification number or name tag and the name of the local unit in which the Officer is employed. The uniform shall also include an insignia issued by the commission which clearly indicates the officer's status as a "Special Law Enforcement Officer."

f. Unless the Class III Officer has been authorized to carry a handgun as a retired law enforcement officer in accordance with N.J.S.2C:39-6, the Officers shall not be authorized to carry a Mount Olive Township-owned firearm while off-duty. While the Officer is providing services under this Agreement, his/her police vehicle, if provided to the Officer pursuant to 1d of this Agreement, shall be parked on District property in a conspicuous location.

g. The Township Chief of Police shall provide a list of required equipment (portable radios, etc.) to the Board for the Board to purchase and provide to the Security Guards.

h. Pursuant to N.J.S.A. 40A:14-146.16, the Class Three Officers shall not be eligible for health care benefits or enrollment in any State-administered retirement system as a result of this assignment.

2. Schedule of Services

a. Each Class Three Officer shall provide services to the Board for no more than thirty (30) hours per week while school is in session under a schedule to be determined by the Township Chief of Police and Superintendent of Schools. Both the Township Chief of Police and Superintendent shall meet no later than thirty (30) days after this Agreement is executed and agree to a schedule in accordance with the Mount Olive Board of Education School Calendar.

b. Each Officer shall be assigned on a part-time basis, which shall require that the Class III Officer be present at the assigned school (i.e. Mount Olive High School and/or Mount Olive Middle School) during the hours school is in session. For the purpose of this Agreement, "in session" shall be defined as the time of day that the teachers are required to report and concludes when teachers are dismissed. The Officers shall be

assigned shifts between the hours of 7:00 a.m. and 3:00 p.m., or 8:00 a.m. and 4:00 p.m., at the discretion of the Superintendent and during each shift shall rotate through each school in the District to ensure adequate security services are provided to the District.

- c. Upon the request of the Superintendent of School, and with approval of the Township's Chief of Police, the Class Three Officers may be assigned to the school when school is not in session including, but not limited to, athletic events, dances, field trips, PTA meetings, and Board of Education meetings.
- d. The Officers shall follow the official individual school calendar for days off. Services on non-school days shall not be necessary or performed absent the Superintendent's prior written approval.
- e. While on duty, an Officer may respond to offenses or emergencies off school or college grounds if they occur in the officer's presence while traveling to one of the Mount Olive school facilities, but the Officers shall not otherwise be dispatched or dedicated to any assignment off school property.

3. Cost of Services

The Township shall pay the full cost of the Class Three Officers' salaries. The Board shall pay the cost of the Security Guards and their equipment/vehicles.

4. Duties and Responsibilities

The duties to be performed by the Class Three Officer while school is in session shall include, but are not limited to, the following:

- a. The Officer shall, at all times, act as a role model to students by demonstrating appropriate attitude, behavior, courtesy, and respect.
- b. The Officer may act as an instructor for specialized, short-term programs involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice systems, and other related topics.
- c. The Officer shall assist school personnel in dealing with emergencies and any student matters which may be criminal or involve a violation of law.

- d. The Officer shall provide security in and surveillance of the areas to the which the Officer is assigned and shall report any observed irregularities, dangerous practices and conditions, accidents, fires, and any other acts or circumstances which may require police and/or affect the health and welfare of students and school personnel.
- e. The Officer shall take all necessary action with respect to trespassers, suspicious persons, and hazardous conditions.
- f. The Officer shall warn, detain, cite, and/or take into custody violators of the law when necessary.
- g. The Officer may be required to testify before the Board of Education or a committee thereof for student discipline hearings and any subsequent appeals of said hearings.

The Officer shall not act as school disciplinarian. Disciplining students is the sole responsibility of the school. However, if a member of the Board's administration reasonably believes an incident may be a violation of the law, the administrator may contact the Officer who shall then determine whether law enforcement action is necessary.

5. Duration

This Agreement shall commence on 7/11, 2018 and shall remain in effect for one (1) year after the Agreement is executed by all Parties. This agreement cannot and shall not be extended except by mutual written agreement of the parties.

The Mount Olive Police Department, in its sole discretion, shall have the power and authority to hire, discharge, assign and discipline any Officer assigned under this Agreement to the District schools.

6. Indemnification and Insurance

Each Party assumes all liability for, and agrees to indemnify and hold the other Party and its agents, servants, employees, students, guests, licensees and invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in: (i) any breach or default in the performance of any obligation under this Agreement and/or (ii) any negligence, intentional misconduct and/or activity arising from any act or omission of their respective Officers, agents, employees, contractors, invitees, attendees, patrons, guests or students arising under this Agreement. Both Parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of

liability coverage now maintained by each party, throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured.

7. Modification

This Agreement may only be modified by an instrument in writing signed by both Parties to the Agreement.

8. 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.

9. Termination

This Agreement may be terminated for with or without cause by either Party upon providing thirty (30) days written 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 Superintendent if delivered to the Board of Education.

10. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey. Specifically, this agreement is entered into pursuant to N.J.S.A.40A:65-1 et *seq.*

11. 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 thereat shall be null and void.

12. 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.**

13. 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.

14. Representatives of the Parties

Representatives of the Parties: For purposes of carrying out the services set forth herein, the Board of Education designates the Board President and Business Administrator as its representatives under this Agreement. The Township designates the Mayor of Mount Olive as its representative under this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

ATTEST: 7/12/18

TOWNSHIP OF MOUNT OLIVE

By: 
Michelle Masser, Clerk

By: 
Rob Greenbaum, Mayor

MOUNT OLIVE TOWNSHIP
BOARD OF EDUCATION

By: 
Business Administrator

By: 
President