

SHARED SERVICES AGREEMENT

BETWEEN

TOWNSHIP OF MIDDLE

AND

MIDDLE TOWNSHIP SCHOOL DISTRICT

SCHOOL RESOURCE OFFICER

SEPTEMBER 1, 2017

JUNE 30, 2019

PURSUANT TO THE PROVISIONS

OF

N.J.S.A. 40A:65-1 et. seq.

SHARED SERVICES AGREEMENT  
BETWEEN  
THE TOWNSHIP OF MIDDLE  
AND  
MIDDLE TOWNSHIP SCHOOL DISTRICT

This Agreement is dated as of the date set forth below by and between the Middle Township 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 September 1, 2017, until June 30, 2019. 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 ("SRO") 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 building only on days when school is in session from one-half hour before the start of the school day until one (1) hour after the school day. (Normally from 7:30a.m. to 3:30p.m.)
  
2. The general responsibilities of the SRO are to:
  - a. Report and respond to/ with the building principal as part of a program of cooperation.
  - b. Assist the administration with the 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 and 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 and staff in confidential matters upon request.
  - l. Serve as a liaison between the school district, Middle Township Police Department and other enforcement agencies.
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:

Year#1: 2017/2018 School Year: \$53,040

Year#2: 2018/2019 School Year: \$54,100

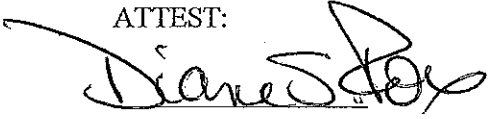
The payment schedule shall be in four (4) annual equal installments in each year of the contract, for the amounts listed above. These installments are to be paid the on the following dates of each contract year: September 1<sup>st</sup>, December 1<sup>st</sup>, February 1<sup>st</sup>, and April 1<sup>st</sup>. For Year #1, each installment will be \$13,260. For Year 2, each installment will be \$13,525.

5. 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 total exact cost for the entire duration of the contract is \$104,440. The Board shall pay this amount to the Township in the amounts and on the dates indicated above. The Township does not pay any amount to the Board.
  - d. The duration of the Agreement shall be from September 1, 2017 until June 30, 2019.
  - 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.
  - f. The parties agree to first try to mediate any dispute that arises. If mediation does not resolve the dispute, the parties agree that any and all claims, disputes or other matters in question between the Board and Provider arising out of or relating to this Agreement or alleged breach thereof shall then be subject to and determined by a court of competent jurisdiction.
6. Effective Date: This Agreement shall become 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.
7. Performance Review: At the end of each school year the Superintendent and Chief of Police will meet to review the performance of the SRO. The Township agrees the Chief of Police will take appropriate actions to address any performance related issues identified during the interview.

8. Indemnity Clause: The Parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action complaints, suits (at law or in equity), loss of life, injury or damages to person or property, penalties, fines, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees, court costs, consultants' and experts' fees, and the cost of enforcing this Agreement) for their respective negligent, reckless, or intentional acts or omissions, including those of their agents or employees, (collectively "claims"), arising in connection with or related to, directly or indirectly, the actions taken within the scope of this contract.
  
9. Crossing Guards: The Board and the Township agree the current agreement set forth between the Township and the Board in regards to School Crossing Guards services shall remain in full effect for the term of this agreement. *(See letter dated August 11, 2011 outlining the School Crossing Guard Terms).*

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 17<sup>th</sup> day of July 2017.

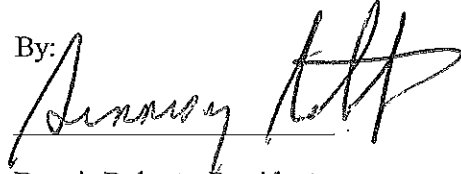
ATTEST:



Diane Fox, Administrator  
Middle Township School District

Dated: 9-21-17  
(Seal)

By:



Dennis Roberts, President  
Middle Township School District

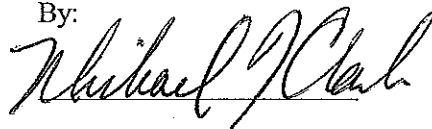
ATTEST:



Kimberly Krauss  
Township of Middle

Dated: 10/2/2017  
(Seal)

By:



Michael Clark, Mayor  
Township of Middle

