

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Denville COUNTY: Morris

RECIPIENT: Celebrate the Children School COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

The Township will be hiring and assigning 1 Class III Special Officer to serve at the Celebrate the Children School. Cost to be shared.

EFFECTIVE DATE: 07/01/2018

EXPIRATION DATE: 06/30/2019

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT none

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 SERVICES AGREEMENT

BY AND BETWEEN

CELEBRATE THE CHILDREN
230 Diamond Spring Road, Denville, New Jersey 07834

-and-

TOWNSHIP OF DENVILLE
1 St. Mary's Place
Denville, New Jersey 07834

THIS AGREEMENT made this day 5th of September 2018, by and between Celebrate the Children "School"), and the Township of Denville (hereinafter referred to as the "Township");

WHEREAS, School and Township are interested in entering into an Interlocal Services Agreement for the purpose of sharing the services of a Class III Special Officer ("Officer"); and

WHEREAS, the School and Township have agreed to share the cost of the Officer;

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

1. Services

The Township, through its police department, shall assign a Class III Special Officer who will serve as security for the Denville Township Public Schools. At all times during the assignment the Officer shall be a Township employee, will work under the rules and regulations of the Township's police department, the Township of Denville, and the policies and regulations of the School when present on school grounds.

The Officer shall report directly to the Township Chief of Police and while on school grounds shall work in cooperation with the building administration.

2. Schedule of Services

The Officer shall provide services to the School for approximately 25 to 29 hours per week while school is in session under a schedule to be mutually determined by the Township's Police Chief and the School's administration.

3. Cost of Services

The School agrees to be responsible for all salary costs for the Officer. The Township agrees to be responsible for all other costs including but not limited to social security, training, uniforms, weapons, vehicles, etc.

4. **Duration**

This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019. Any renewal of the Agreement shall be in writing and approved by each party by formal resolution before becoming effective.

5. **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 connection with, any acts or omissions by the party, its agents, servants or employees related to the performance of its obligations under the terms of 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.

6. **Modification**

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

7. **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.

8. **Termination**

This agreement may be terminated by either party giving the other party thirty (30) days written notice.

9. **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.

10. 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.


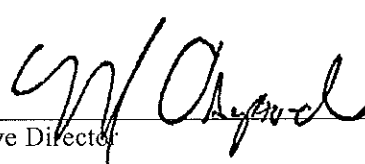
11. Counterparts

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.


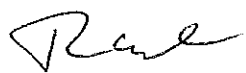
IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

ATTEST:

CELEBRATE THE CHILDREN

By:  By: 
Business Manager/Board Secretary Executive Director

TOWNSHIP OF DENVILLE

By:  By: 
Municipal Clerk Mayor

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF DENVILLE AND CELEBRATE THE CHILDREN

WHEREAS, the Township of Denville and Celebrate the Children desire to enter into a shared services agreement for the purpose of sharing the services of a Class III Special Officer ("Officer") with each party providing a portion of the cost of the Officer; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk are hereby authorized to execute the shared services agreement entitled "Shared Services Agreement By and Between Celebrate the Children and Township of Denville".
2. A copy of the shared services agreement is on file in the office of the Municipal Clerk for inspection by the public.
3. A copy of the shared services agreement shall be filed, for information purposes, with the Department of Community Affairs, Division of Local Government Services, pursuant to rules and regulations promulgated by the Director.

This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 4, 2018.

9/15/2018
Certification Date


Kathryn Bowditch-Leon, RMC
Municipal Clerk