

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Denville COUNTY: Morris

RECIPIENT: Morris Catholic High School COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

The Township will be hiring and assigning 1 Class III Special Officer to serve at the Morris Catholic High 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

MORRIS CATHOLIC HIGH SCHOOL

200 Morris Avenue
Denville, New Jersey 07834

-and-

TOWNSHIP OF DENVILLE

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

THIS AGREEMENT made this day of ^{Sept 5}~~August 15~~, 2018 by and between Morris Catholic High School (hereinafter referred to as "MCHS"), and the Township of Denville (hereinafter referred to as the "Township");

WHEREAS, MCHS 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, MCHS and the 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 MCHS. 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 MCHS 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 MCHS president/principal and MCHS Dean of Students.

2. Schedule of Services

The Officer shall provide services to the MCHS 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 MCHS.

3. Cost of Services

MCHS 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 August 28, 2018 and shall end on June 28, 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 *NJS.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 thereafter shall be null and void.

11. Counterparts

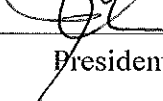
This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

IN WITNESS WHEREOF, the parties have hereunto caused these documents 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:

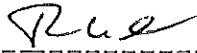
**MORRIS CATHOLIC HIGH
SCHOOL**

By: _____

By:  _____
President Fr. Peter Clarke

TOWNSHIP OF DENVILLE

By:  _____
Municipal Clerk

By:  _____
Mayor

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF DENVILLE AND MORRIS CATHOLIC HIGH SCHOOL

WHEREAS, the Township of Denville and Morris Catholic High School 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 Morris Catholic High School 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
Kathryn Bowditch-Leon, RMC
Municipal Clerk