

**TOWNSHIP OF MULLICA
RESOLUTION NO. 76-2016**

**A RESOLUTION APPROVING AN INTERLOCAL SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF MULLICA AND THE MULLICA TOWNSHIP
BOARD OF EDUCATION**

WHEREAS, the Township of Mullica (the "Township") operates a Police Department within the Township; and

WHEREAS, the Mullica Township Board of Education (the "Board") operates schools (collectively, the "School") within the Township; and

WHEREAS, the Township and the Board desire to enter into an agreement whereby the Township shall make a police officer available to the Board for purposes of providing security at the School upon the terms and conditions set forth in the attached Interlocal agreement (the "Agreement"); and


WHEREAS, the Agreement is authorized by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Mullica, in the County of Atlantic, State of New Jersey, that the Mayor and Township Clerk are hereby authorized and directed to execute an Interlocal Agreement with the Mullica Township School District, a copy of which is attached hereto as Exhibit A.

Adopted: May 10, 2016


JAMES R. BROWN
MAYOR

ATTEST:


KIMBERLY JOHNSON
TOWNSHIP CLERK

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT ("Agreement") dated this 4th day of May 2016 by and between the MULLICA TOWNSHIP BOARD OF EDUCATION, a duly authorized New Jersey school district (hereinafter referred to as "Mullica Township School District") and the TOWNSHIP OF MULLICA, a duly authorized New Jersey municipality (hereinafter referred to as "Township").

1. **NOTICES.** All notices, demands and other communications to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been duly delivered (a) on the date of service if given personally to the party to whom notice is to be given, (b) on the date four (4) days after mailing if mailed to the party to whom notice is to be given by regular first class mail, (c) on the date of receipt as evidenced by the signed return receipt card if the notice is given by registered or certified mail, return receipt requested, postage prepaid; or (d) on the following business day if given by a nationally recognized overnight delivery service. All notices, demands and other communications given hereunder shall be properly addressed as follows:

If to the Township of Mullica:

Township Clerk
4528 White Horse Pike
P.O. Box 317
Elwood, New Jersey 08217

If to the Mullica Township School District

School Business Administrator
PO Box 318
Elwood, NJ 08217

2. **Background of Agreement and Term:** The Mullica Township Board of Education operates schools within Mullica Township, Atlantic County, New Jersey (the "School"). Mullica Township School District and the Township have agreed to have two (2) part-time special officers assigned to the School on a rotating basis, commencing July 1, 2016 and ending June 30, 2018.
3. **Assignment of Officer:** The Township will assign two (2) part-time special police officers to Mullica Township School District during the Term, with such officers being assigned security during normal school hours of 8:30 am to 5:30 pm. All reasonable efforts will be made by the Township to ensure coverage will be provided during normal school hours. However, under no circumstances shall the Township be obligated to provide security services if both part-time special police offices are unable to report for duty. If the post will remain vacant during the school day, the Chief of Police shall notify the Superintendent.
4. **Selection of Officers:** The officers to be assigned must be certified by a New Jersey Police Training Commission and meet other requirements specified by the Job Description on file with the Township of Mullica and the Board of Education entitled "Class II/School Resource Officer". The officers shall be jointly selected by the Superintendent of Mullica Township School District ("Superintendent") and the Township Police Chief ("Chief of Police").

5. **Mullica Township's Responsibilities:** Mullica Township will hire and/or maintain sufficient staff (defined as two (2) part-time Class II Police/School Resource Officers) to provide the Mullica Township School District with school security services for the duration of this agreement. Mullica Township will provide two (2) 800 MHz radios and establish necessary equipment for communication between the School Resource Officers and the Mullica Township Police Department.
6. **Board of Education's Responsibilities:** Initial start-up costs, not to exceed \$2,500, shall be the responsibility of the Board of Education. Initial costs include equipment, firearms, body armour and a gun safe to be located in the primary school office. Annually required training, not to exceed \$2,000, shall be billed to the school at the officer's regular hourly rate. Any additional equipment required in future years will be the responsibility of the Board of Education with an annual maximum not to exceed \$1,000.00. In the event the program ends, the Township shall reimburse the Board of Education the actual cost expended for the equipment purchased during start-up.
7. **Employee Compensation and Insurance:** Mullica Township shall be solely responsible for all liability insurance, worker's compensation insurance, disability insurance, payroll, unemployment, social security, withholding and any and all other expenses related to employee compensation, as well as the training, hiring, firing and discipline, including all expenses and costs associated therewith.
8. **Payment:** Mullica Township School District shall pay to the Township a total sum not to exceed \$45,000 for the 2016-2017 school year and a total sum not to exceed \$45,000 for the 2017-2018 school year for such services. Payment shall be made in equal, quarterly installments upon the following schedule: September 30, December 31, March 30, and June 30.. The last payment due at the end of each school year (June 30) shall be adjusted to reflect payment due or credited for actual hours worked, inclusive of mandatory training hours.
9. **Term and Renewal:** The term of this Agreement shall be for twenty-four (24) months, commencing on July 1, 2016 and ending June 30, 2018, subject to the adoption of Resolutions by Mullica Township and the Mullica Township Board of Education approving the execution of this Agreement and upon full execution of this Agreement by all parties.

The parties may renew this Agreement upon the expiration of the initial term upon agreement by both parties. The terms of this Agreement, including payment terms, may be renegotiated for the renewal term. Mullica Township Board of Education shall notify Mullica Township of its intent to renew in writing on or before January 31, 2018.
10. **Termination:** This Agreement may be terminated at any time during the term of the Agreement or any renewal term upon mutual Agreement of the Parties. In addition, either Party may unilaterally terminate this Agreement during the term of the Agreement or any renewal term at any time and for any reason upon giving the other party sixty (30) days advance written notice of its intent to terminate.
11. **Insurance And Indemnification:** Mullica Township Board of Education shall not be liable for any negligent, careless, reckless, and /or intentional acts or omissions of Mullica Township, its officers, agents, servants, employee and/or representatives, and Mullica Township shall defend, indemnify and hold harmless Mullica Township Board of Education,

its officers, agents, servants, employees and/or representatives, from any and all demands, claims, suites, actions, damages or costs of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the rendering of any and all services provided pursuant to this Agreement by Mullica Township, its officers, agents, servants, employees and/or representatives.

It is recognized and understood that Mullica Township and Mullica Township Board of Education are members of and participate in Joint Insurance Funds and that this agreement is subject to each party naming the other as an additional insured on any appropriate insurance policy it separately maintains. Specifically the Township agrees to name the Mullica Board of Education as an additional insured for General Liability, and the Mullica Board of Education will name Mullica Township as an additional insured for General Liability. Upon execution of this Agreement, each party shall provide the other with a Certificate of Insurance evidencing the above coverage and naming the other as an additional insured.

- 12. Authorization:** Both Mullica Township and the Mullica Township Board of Education represents that the execution, delivery and performance of this agreement has been authorized by its respective governing body, does not require any consent, approval or referendum of the voters, and does not violate any judgement, order, law or regulation applicable to either municipality.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year written below.

MULLICA TOWNSHIP BOARD OF EDUCATION

By: 
President

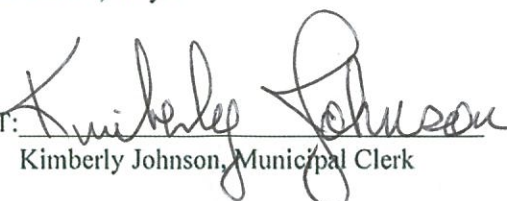
Date: 5/4/2016

ATTEST: 
Board Secretary

TOWNSHIP OF MULLICA

By: 
James Brown, Mayor

Date: May 10, 2016

ATTEST: 
Kimberly Johnson, Municipal Clerk