

DRAFT

SHARED SERVICES AGREEMENT

DISTRICT SECURITY COORDINATOR SERVICES

THIS AGREEMENT made this 1st day of July, 2020, by and between the Ramapo Indian Hills Regional High School District Board of Education (hereinafter referred to as "RIH"), having offices located at 131 Yawpo Drive, Oakland, New Jersey 07436, and the Franklin Lakes Board of Education (hereinafter referred to as "Franklin Lakes"), also having offices located at 490 Pulis Avenue, Franklin Lakes, New Jersey 07417;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, RIH and Franklin Lakes are authorized to purchase and or provide security services for their respective school districts; and

WHEREAS, RIH and Franklin Lakes are of the opinion that these services can be more efficiently and economically provided to Franklin Lakes through a joint agreement with RIH for the use of RIH's District Security Coordinator (hereinafter referred to as the "Security Coordinator"); and

WHEREAS, the parties are desirous of entering into a Shared Services Agreement (hereinafter referred to as "Agreement") wherein the services of RIH's Security Coordinator shall be subcontracted to the Franklin Lakes School District based on Franklin Lakes' needs.

NOW THEREFORE, based on the foregoing premises, and in consideration of the mutual promises and covenants of the parties as set forth below, both RIH and Franklin Lakes hereby agree as follows:

1. Recitals

The above recitals are repeated and incorporated as a material part of this Agreement.

2. Services to be Performed

RIH hereby agrees to provide the services of its Security Coordinator to Franklin Lakes based on its needs and in accordance with the schedule of services set forth in Paragraph 3 of this Agreement.

3. Standards and Scope of Performance

The services that the Security Coordinator shall provide to the Franklin Lakes School District shall be based on Franklin Lakes' needs, without a minimum service hour requirement, which can include any of the following:

- i. Monitor security of facilities
- ii. Conduct security tours
- iii. Manage and update the District Emergency Management Plan
- iv. Conduct period physical security assessments and provide recommendations for improving security
- v. Conduct period training drills with District staff
- vi. Evaluate effectiveness of evacuation drills
- vii. Assist in coordinating facilities, security, lockdown fire alarm and telephone/paging procedures and system

All requests for services shall be directed to RIH Business Administrator, Frank Ceurvels. Allocation of the services of the Security Coordinator among Franklin Lakes and other districts shall be conducted by RIH, upon consideration of the needs of all districts. Where competing demands exist, RIH shall allocate the services in the following manner: a) priority shall be granted to "emergency" situations, when a district demonstrates an immediate need for the services of the Security Coordinator, and b) all non-emergency requests for services shall be scheduled in the order in which they were received. Notwithstanding the foregoing, the RIH Business Administrator reserves the right to escalate the priority of non-emergency requests, when the requesting district demonstrates a greater need for the services.

4. Costs and Payment Procedures

Franklin Lakes shall pay RIH an hourly rate of \$66.00 for the services of the Security Coordinator for the period beginning July 1, 2020 and ending June 30, 2021. RIH shall invoice Franklin Lakes for payment on a monthly basis. Franklin Lakes shall promptly reimburse RIH after its monthly Board of Education meeting.

5. Duration

This Agreement shall commence on July 1, 2020 and end on June 30, 2021. Either party may terminate this Agreement, for any reason, by providing at least ninety (90) days' written notice to the other party. It is within the exclusive discretion of the parties to decide whether this Agreement should be renewed.

6. Indemnification and Insurance

Franklin Lakes assumes all liability for and agrees to indemnify and hold RIH 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 attorneys' fees, arising out of, resulting from, or incurred in connection with the performance of the services provided to Franklin Lakes by the Security Coordinator 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.

7. Merger

This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

8. Modification

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

9. Waiver

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

10. 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.

11. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising

therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

12. Notice

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days after mailed by First-Class Registered or Certified Mail, postage prepaid, or certified facsimile transmission addressed to:

To RIH: Ramapo Indian Hills Regional High School District Board of Education
131 Yawpo Drive
Oakland, New Jersey 07436

To Franklin Lakes: Franklin Lakes Board of Education
490 Pulis Avenue
Franklin Lakes, New Jersey 07417

13. 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.

14. Section Headings

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

15. 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.

16. Public Inspection

A copy of this document shall be available for public inspection at the offices of both parties immediately after passage of a resolution to become a party to the Agreement in accordance with N.J.S.A. 40A:65-5(b).

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 set forth below.

ATTEST:

FRANKLIN LAKES BOARD OF
EDUCATION

By: _____
Michael Solokas
Business Administrator/
Board Secretary

By: _____
Joseph Rosano
Board President

Dated: _____

Dated: _____

ATTEST:

RAMAPO INDIAN HILLS REGIONAL
HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
Frank Ceurvels
Business Administrator/
Board Secretary

By: _____
John Kinney
Board President

Dated: _____

Dated: _____