



bh communitywatch <bhcommunitywatch1@gmail.com>

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## opra request

8 messages

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**bh communitywatch** <bhcommunitywatch1@gmail.com>

Mon, Sep 18, 2023 at 9:30 PM

To: Ana Minkoff <aminkoff@bhtwp.com>

Hey Ana,

I hope all is well. Would you mind providing me with all shared service agreements between the town and Berkeley Heights school District that are current for this year? Thanks in advance.

John Migueis

--

Berkeley Heights Community Watch



[www.bhcw.io](http://www.bhcw.io)

**SHARED SERVICES AGREEMENT**  
**between the**  
**BERKELEY HEIGHTS BOARD OF EDUCATION**  
**and the**  
**TOWNSHIP OF BERKELEY HEIGHTS**

**THIS SHARED SERVICES AGREEMENT** (hereinafter "Agreement") is made on this 29<sup>th</sup> day of June, 2023 by and between the BERKELEY HEIGHTS BOARD OF EDUCATION (hereinafter "Board of Education" or "District"), and the TOWNSHIP OF BERKELEY HEIGHTS (hereinafter "Township").

**WHEREAS**, N.J.S.A. 40A:14-146.10, *et. seq.* establishes a new category of special law enforcement officer trained and authorized to provide security in New Jersey's public schools known as a Class III Special Law Enforcement Officer ("SLEO"); and

**WHEREAS**, the Township, through the adoption of Ordinance No. 20-2017, established the terms and procedures for the appointment of special law enforcement officers, including a Class III SLEO; and

**WHEREAS** the Board of Education finds a benefit to its students and faculty to have a SLEO assigned to its schools and will be responsible for the costs of having such officers be assigned to the District; and

**WHEREAS** the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, permits and provides for a mechanism for contracting between local units by entry into a Shared Services Agreement; and

**WHEREAS** the Board of Education and Township agree that it makes financial sense for the parties hereto to enter into a Shared Services Agreement for the provision of such services; and

**WHEREAS** the Board of Education and Township agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act.

**NOW THEREFORE**, in consideration of mutual promises and covenants of each to the other, and for other good and valuable consideration, the parties do hereby agree as follows:

**I. Goals and Objectives**

It is understood and agreed that the Board of Education and the Berkeley Heights Police Department share the following goals and objectives with regard to the assignment of SLEOs to the District's schools.

1. To enhance school security for students and staff throughout the District during the school day and during extracurricular activities held at the schools, such as PTO meetings, athletic events, dances, plays and concerts;
2. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct, trespassers, the possession and use of weapons on school grounds, the illegal use, sale and/or distribution of controlled dangerous substances and similar disturbances;
3. To report serious crimes that occur on school grounds and to cooperate with law enforcement officials in their investigation of crimes that occur at school;
4. To cooperate with law enforcement officials in their investigations of school-related criminal offenses which occur off school grounds.

**II. Terms and Definitions**

As used in this Agreement:

As enacted by the Senate and General Assembly of the State of New Jersey (P.L.2016, Chapter 68 – S86) “Class Three Special Law Enforcement Officers” (SLEO) have been established under New Jersey Title 40A:14-146.14 et seq. Regulations highlighted from the legislation include the following:

- The Class Three Special Law Enforcement Officers shall be appointed by the Mayor subject to Township Ordinance and the laws of the State of New Jersey.
- SLEOs shall be under the supervision and direction of the Chief of Police or another superior officer designated by the Chief of Police.
- SLEO personnel are not members of the regular police force and their powers and duties shall cease at the expiration of the term for which appointed.
- SLEOs may be appointed for terms not-to-exceed one year.

- SLEOs have the same authority and duties as regular, full-time police officers while providing school security *only* and have no law enforcement authority outside school grounds.

The term "Law Enforcement Agency" means a unit of commissioned police officers that is officially authorized or designated by the Township Police Department to enforce any local, State or Federal law. Under the terms of this Agreement, this includes maintaining the physical security and safety within the Berkeley Heights public schools.

All "School security equipment and records", including but not limited to, school surveillance video recordings and school bus videotapes, shall be maintained by the Board of Education.

"Operating School Hours" shall include the time in which a school is normally in session, students are engaged in school related activities under the supervision of professional school staff, or when the school is occupied by the public for nonpublic use.

### **III. Employment and Assignment of Special Law Enforcement Officer**

A. The officers assigned as SLEOs to the District shall be at the discretion of the Chief of Police. The SLEOs will possess the qualities and qualifications necessary in order to accomplish the aforementioned mutual goals and objectives. In the event of problems that may warrant removal or replacement of an SLEO, the Superintendent of Schools shall notify the Chief of Police and may request that such action be taken.

B. The SLEOs shall be hourly employees of the Berkeley Heights Police Department and shall be subject to the administration, supervision and control of the Berkeley Heights Police Department. He/She shall also be subject to all rules and regulations, policies, orders and directives of the Berkeley Heights Police Department.

C. The Berkeley Heights Police Department shall have the sole power and authority to hire, discharge and discipline SLEOs.

### **IV. Duty Hours**

A. The SLEOs shall work a shift that most efficiently aligns with Operating School Hours. Any services provided in addition to the Operating School Hours must be requested by the Board of Education with the commanding officer at least twenty-four (24) hours prior to the event, except for in the case of emergency. At the discretion of a commanding officer, the SLEOs may work more than his/her ordinarily scheduled hours. Any work by the SLEOs beyond forty (40) hours a week will require payment of time and a half by the Board of Education.

B. The specific SLEO duty hours and school locations shall be set by mutual agreement between the Superintendent or his/her designee and the Chief of Police or his/her designee.

#### **V. Basic Qualifications of SLEO**

The Berkeley Heights Police Department represents that the SLEOs assigned shall meet the criteria set forth in N.J.S.A. 40A:14-146.10, *et. seq.*

#### **VI. Duties of SLEO**

A. Provide security and surveillance at the school and note and report irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances requiring police or other action, which may affect the health, welfare and/or safety of the students and/or school personnel.

B. Enforce Federal, State and Local laws and ordinances.

C. Take necessary action as to trespassers, suspicious persons and conditions, and report significant action, occurrences and conditions.

D. Conduct investigations of criminal or delinquent activity according to established police department policies and procedures.

E. Warn, detain, cite and/or take into custody violators of the law when necessary and in conformance with New Jersey Statutes, Attorney General Guidelines, and the Memorandum of Agreement between the Board of Education and law enforcement officials.

F. Complete timely and accurate reports in accordance with the requirements of the police department.

G. Assist in the enforcement of traffic and parking laws and regulations on school property and cooperate and assist other public safety officials in traffic control as necessary.

H. Recommend measures to protect school and personal property from damage and theft.

I. Assist school personnel in dealing with emergencies.

J. Supervise security at school activities and public meetings as directed. This Agreement shall not prohibit the District from contracting for private security at any of the schools or school activities; however, the SLEO nor the Township Police Department will be responsible for supervising any private security.

K. Assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.

L. Assist with Megan's Law notifications received by the school, as directed by the County Prosecutor.

M. Serve at all times as a role model to students, demonstrating appropriate attitudes, behavior, courtesy and respect.

N. Maintain a log of activities undertaken in connection with the SLEO assignment and review periodically with the Chief of Police, School Superintendent and High School Principal pursuant to State statute and Attorney General guidelines.

O. Perform such other related duties as assigned by the Chief of Police or his/her designee.

The parties understand and agree that the SLEO will be under the supervision of the Chief of Police and report to the Chief of Police.

#### **VII. Communication between SLEO and the School; and the Superintendent and the Chief of Police**

The SLEOs shall coordinate and communicate with the Superintendent and principal or the principal's designee of any school at which he/she may perform duties.

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the effectiveness of having an SLEO assigned to the District schools.

#### **VIII. Training**

The SLEOs shall be required by the Berkeley Heights Police Department to attend periodic training, seminars, re-certifications and in-service training sessions as directed by the Chief of Police or his/her designee. All efforts will be made to avoid this interfering with the SLEOs' responsibilities at the school. The SLEOs should advise school administrators of upcoming absences due to training.

#### **IX. Dress Code**

A. The SLEOs shall, on the majority of occasions, wear the departmental uniform of the day in order to maintain a visible presence in the schools.

B. In special situations, and with the approval of a commanding officer, the SLEOs may wear plain clothes or a modified uniform as appropriate. Any modified uniform or plain clothes uniform worn by the SLEOs will be consistent with Berkeley Heights Police Department Uniform Policy.

C. The SLEOs shall carry departmental issued firearms at all times while on duty. Firearm carry shall always be in compliance with Berkeley Heights Police Department Firearms Policy.

#### **X. Searches**

The SLEOs shall not be routinely requested to participate in student searches conducted by school officials. The SLEOs may only conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

#### **XI. School Discipline**

The SLEOs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if a principal or other administrator believes an incident may be a violation of the law, the principal may contact the SLEO, who shall then determine whether law enforcement action is necessary. The SLEOs shall not be used for assigned lunchroom duties or hall monitoring ordinarily assigned to a school employee.

#### **XII. Police Vehicle**

At the discretion of the Chief of Police, in consultation with the Superintendent of schools, the SLEOs may be provided a police vehicle by the Township while performing the duties herein set forth.

#### **XIII. Office Space**

At Governor Livingston High School and Columbia Middle School, the school shall provide the officer with a telephone and office space where students can meet and speak privately with the officer. The office space must include a desk with drawers, a chair, filing cabinet and office supplies. The office must be able to be properly locked and secured. If possible, the office should be in a central location in the school building and easily accessible to students, faculty and school administrators. At other schools a private space will be provided as required.

#### **XIV. Program Funding**

The salary of the SLEOs under this Agreement, shall be the responsibility of the Board of Education. The salary shall be paid by the Township and reimbursed by the Board of Education on a monthly basis. The parties hereby agree that the SLEOs shall be compensated at a rate of

\$36.72 per hour in the first year of the agreement, with any overtime beyond 40 hours per week being compensated at a rate of time and a half. In each year of this Agreement, there will be an escalation clause of 2%. If this Agreement is extended by the parties, the funding terms herein shall apply to each year hereinafter extended.

**XV. Accounting and Payment.**

1. Compensation by the Board of Education for services outlined within this Agreement shall be invoiced by the Township and paid by the Board of Education on a monthly basis. Billing shall itemize date, hours, event worked by the SLEOs.
2. Any hours worked by SLEOs outside this Agreement or other Township police officer shall be invoiced separately pursuant to applicable Township Ordinances.
3. Before the expiration and/or termination of this Agreement any outstanding amounts due shall be paid in full.

**XVI. Term of Agreement**

This Agreement shall be in effect for the period of September 1, 2023 through August 31, 2028. This Agreement may be extended upon mutual agreement of the parties in writing.

**XVII. Insurance and Indemnification**

A. GENERAL LIABILITY. The Board of Education shall maintain insurance in the amount of \$5,000,000 per occurrence/annual aggregate for bodily injury liability and property damage liability, and include the Township as an additional insured for the time during which the SLEO, a Township hourly employee, is working in the District.

B. AUTO LIABILITY/PHYSICAL DAMAGE. As the SLEOs will be Township hourly employees driving a Township vehicle from the Township's Police Department to the District, the Township shall provide maintain insurance in the amount of \$5,000,000 in auto liability for its vehicle which is to cover auto physical damage, and include the Board of Education as an additional insured.

C. WORKERS COMPENSATION. The SLEOs will be a part-time, hourly employee of the Township. As such, the Township shall be responsible for maintaining Workers Compensation and Employers Liability.

D. Evidences of the above-referenced insurance policies shall be provided to the other party.



E. INDEMNIFICATION/HOLD HARMLESS. The parties shall indemnify, hold harmless and defend one another, their directors, officers, agents and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation, attorney's fees and costs arising out of or relating to (i) any breach or default in the performance of any obligation under this Agreement and/or (ii) any negligence, intentional misconduct and/or activity subject to strict liability arising from any act or omission of their respective agents, employees, contractors, invitees, attendees, patrons, guests or students arising under this Agreement for which the indemnifying party is found to be solely liable.

### **XVIII. Authorization**

Each party 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 judgment, order, law or regulation applicable to either party.

### **XIX. Termination**

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

### **XX. Miscellaneous**

#### **A. Entire Agreement**

This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

#### **B. Notice**

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

BERKELEY HEIGHTS BOARD  
EDUCATION  
345 Plainfield Avenue  
Berkeley Heights, NJ 07921

TOWNSHIP OF BERKELEY HEIGHTS  
Municipal Building  
29 Park Avenue  
Berkeley Heights, NJ 07921

**C. Modifications**

This Agreement may not be amended, altered or modified in any manner except in writing executed by the parties hereto.

**D. Headings**

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

**E. Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

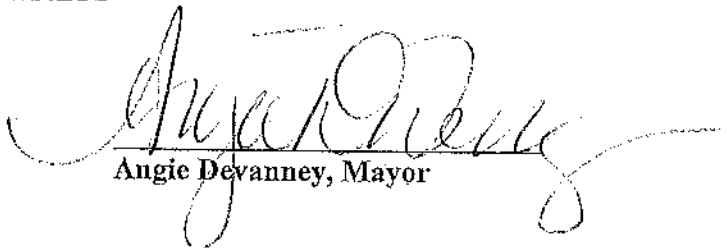
**F. Waiver**

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.


IN WITNESS WHEREOF, we do hereby agree to the within on date set forth herein above.


**TOWNSHIP OF BERKELEY HEIGHTS**

  
\_\_\_\_\_  
Ana Minkoff, Township Clerk

  
\_\_\_\_\_  
Angie Devanney, Mayor

**BERKELEY HEIGHTS BOARD OF EDUCATION**

  
\_\_\_\_\_  
Angela Penna, President

  
\_\_\_\_\_  
Dr. Melissa Varley, Superintendent

  
\_\_\_\_\_  
Julie A. Kot, Business Administrator/Board Secretary

**SHARED SERVICES AGREEMENT**  
between the  
**BERKELEY HIGHTS BOARD OF EDUCATION**  
and  
**TOWNSHIP OF BERKELEY HEIGHTS**

**THIS SHARED SERVICES AGREEMENT** (hereinafter "Agreement") is made on this day of \_\_\_\_\_, 2022 by and between the **BERKELEY HEIGHTS BOARD OF EDUCATION** (hereinafter "Board of Education"), and the **TOWNSHIP OF BERKELEY HEIGHTS** (hereinafter "Township").

**WHEREAS**, the Township Police Department currently assigns a police officer to the Governing Livingston High School during the school year, who serves as a student resource officer; and

**WHEREAS** the Board of Education finds a benefit to its students and faculty to have a police officer at the High School, and has agreed to contribute to the costs of having such officer be assigned to the High School during the school year, and has engaged in discussions regarding a potential shared services agreement for same; and

**WHEREAS** the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, permits and provides for a mechanism for contracting between local units by entry into a Shared Services Agreement; and

**WHEREAS** the Board of Education and Township agree that it makes financial sense for the parties hereto to enter into a Shared Services Agreement for the provision of such services; and

**WHEREAS** the Board of Education and Township agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act;

**NOW THEREFORE**, in consideration of mutual promises and covenants of each to the other, and for other good and valuable consideration, the parties do hereby agree as follows:

**I. Goals and Objectives:**

It is understood and agreed that the Board of Education and the Berkeley Heights Police Department share the following goals and objectives with regard to the School Resource Officer (SRO) Program:

1. To foster educational programs and activities that will increase students' knowledge of and respect for the law and function of law enforcement agencies;

2. To encourage the SRO to attend extracurricular activities held at schools, such as PTO meetings, athletic events, and concerts;

3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct, trespassers, the possession and use of weapons on school grounds, the illegal use, sale and/or distribution of controlled dangerous substances and similar disturbances;

4. To report serious crimes that occur on school grounds and to cooperate with law enforcement officials in their investigation of crimes that occur at school;

5. To cooperate with law enforcement officials in their investigations of school-related criminal offenses which occur off school grounds.

## **II. Employment and Assignment of School Resource Officer**

A. The officer assigned as a School Resource Officer (hereinafter the "SRO") shall be at the discretion of the Chief of Police. The SRO will possess the qualities and qualifications necessary in order to accomplish the aforementioned mutual goals and objectives. In the event of problems which may warrant removal or replacement of the SRO, the Superintendent of Schools shall notify the Chief of Police and may request that such action be taken.

B. The SRO shall be an employee of the Berkeley Heights Police Department and shall be subject to the administration, supervision and control of the Berkeley Heights Police Department. He/She shall also be subject to all rules and regulations, policies, orders and directives of the Berkeley Heights Police Department.

C. The Berkeley Heights Police Department shall have the sole power and authority to hire, discharge, assign and discipline the SRO.

## **III. Duty Hours**

A. The SRO shall work a 4 on, 3 off schedule consistent with current collective bargaining agreement of the Police Department. Subject to schools being in session, the SRO shall make efforts to move his/her scheduled work days to most efficiently align with school events, functions, and needs. This schedule flexibility is crucial to the success of the SRO program. In the case of emergency or special situation, and at the discretion of a commanding officer, the SRO may work more than his/her ordinarily scheduled hours. The payment of any contractual overtime due shall be the responsibility of the Berkeley Heights Police Department.

B. The SRO shall primarily be assigned to Governor Livingston High School, but specific SRO duty hours and school location shall be set by mutual agreement between the Berkeley Heights Public School Superintendent or his/her designee and the Chief of Police or his/her designee.

#### **IV. Basic Qualifications of a School Resource Officer (SRO).**

The Berkeley Heights Police Department represents that the SRO assigned shall meet the following basic qualifications:

1. Shall be a sworn, full-time law enforcement officer and should have a minimum of five years of law enforcement experience.
2. Shall have successfully completed any statutorily required School Resource Officer course(s).
3. Shall be trained in the response to active shooter situations.
4. Shall possess sufficient knowledge of the applicable Federal and State laws, Township Ordinances and Board of Education policies and regulations.
5. Shall be capable of conducting criminal investigations.
6. Shall possess an even temperament and set a good example for students;  
and
7. Shall possess communication skills that would enable the officer to function effectively within the school environment.

#### **V. Duties of School Resource Officer**

- A. Provide security and surveillance at the school and note and report irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances requiring police or other action, which may affect the health, welfare and/or safety of the students and/or school personnel.
- B. Enforce Federal, State and Local laws and ordinances.
- C. Take necessary action as to trespassers, suspicious persons and conditions, and report significant action, occurrences and conditions.
- D. Conduct investigations of criminal or delinquent activity according to established police department policies and procedures.
- E. If assigned by the Chief of Police or his designee, investigate offenses occurring off school property affecting or relating to Berkeley Heights or Mountainside students attending a Berkeley Heights School.

- F. Warn, detain, cite and/or take into custody violators of the law when necessary and in conformance with New Jersey Statutes, Attorney General Guidelines, and the Memorandum of Agreement between the Board of Education and law enforcement officials.
- G. Complete timely and accurate reports in accordance with the requirements of the police department.
- H. Assist in the enforcement of traffic and parking laws and regulations on school property and cooperate and assist other public safety officials in traffic control as necessary.
- I. Recommend measures to protect school and personal property from damage and theft.
- J. Assist school personnel in dealing with emergencies.
- K. Supervise security at school activities and public meetings as directed.
- L. Assist in truancy investigations as requested.
- M. Assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
- N. Coordinate the sharing of delinquency information between the school and the police department, as provided for by N.J.S.A. 2A:4A-60.
- O. Assist with Megan's Law notifications received by the school, as directed by the County Prosecutor.
- P. Provide assistance in programs for peer mediation and peer leadership.
- Q. Act as an instructor for specialized, short-term programs involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice system, and related topics.
- R. Upon request, attend faculty meetings relating to his duties as an SRO.
- S. Upon request, attend conferences between school personnel and parents regarding either individual students, or general security concerns.
- T. Counsel public school students in special situations, when requested by the principal or by the parents of the students.
- U. Serve at all times as a role model to students, demonstrating appropriate attitudes, behavior, courtesy and respect.
- V. Maintain a log of activities undertaken in connection with the SRO assignment and

review periodically with the Chief of Police, School Superintendent and High School Principal pursuant to State statute and Attorney General guidelines.

W. Provide the High School Principal with information and assistance necessary to prepare reports for the Board of Education members summarizing the SRO's activities.

X. Perform such other related duties as assigned by the Chief of Police or his/her designee.

#### **VI. Communication between SRO and the schools**

A. The SRO will be responsible for day-to-day communication with the High School Principal to the extent necessary and for the purpose of coordinating scheduling.

B. The SRO shall also coordinate and communicate with the principal or the principal's designee of any school at which he may perform duties.

#### **VII. Training**

A. The SRO shall be required by the Berkeley Heights Police Department to attend periodic training, seminars, re-certifications and in-service training sessions as directed by the Chief of Police or his/her designee. All efforts will be made to avoid this interfering with the SRO's responsibilities at the school. The SRO should advise school administrators of upcoming absences due to training.

#### **VIII. Dress Code**

A. SRO's shall, on the majority of occasions, wear the departmental uniform of the day in order to maintain a visible presence in the school.

B. In special situations, and with the approval of a commanding officer, the SRO may wear plain clothes or a modified uniform as appropriate. Any modified uniform or plain clothes uniform will be worn consistent with Berkeley Heights Police Department Uniform Policy.

C. The SRO shall carry departmental issued firearms at all times while on duty. Firearm carry shall always be in compliance with Berkeley Heights Police Department Firearms Policy.

#### **IX. Searches**

The SRO shall not be routinely requested to participate in student searches conducted by school officials. The SRO may only conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

**X. School Discipline**

The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if a principal or other administrator believes an incident may be a violation of the law, the principal may contact the SRO, who shall then determine whether law enforcement action is necessary. The SRO shall not be used for assigned lunchroom duties or hall monitoring ordinarily assigned to a school employee.

**XI. Communication Between Superintendent and Chief of Police**

The Superintendent of Schools and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program.

**XII. Office Space**

The school shall provide the officer with a telephone and office space where students can meet and speak privately with the officer. The office space must include a desk with drawers, a chair, filing cabinet and office supplies. The office must be able to be properly locked and secured. If possible, the office should be in a central location in the school building and easily accessible to students, faculty and school administrators.

**XIII. Program Funding**

In consideration of the Township of Berkeley Heights providing the services of a School Resource Officer, the Berkeley Heights Board of Education shall pay the Township of Berkeley Heights the sum of Twenty-Five Thousand Dollars (\$25,000.00) with a payment on or before November 1 of each year in the amount of Twelve Thousand Five Hundred Dollars (\$12,500), and on or before April 1 of each year in the amount of Twelve Thousand Five Hundred Dollars (\$12,500).

**XIV. Term of Agreement**

This Agreement shall remain in effect for the school year(s) of September 1, 2022, to June 30, 2028.

**XV. Insurance and Indemnification**

A. GENERAL LIABILITY. The Board of Education shall maintain insurance in the amount of \$5,000,000 per occurrence/annual aggregate for bodily injury liability and property damage liability, and include the Township as an additional insured for the time during which the SRO, a Township employee, is working at the Governing Livingston High School.



B. **AUTO LIABILITY/PHYSICAL DAMAGE.** As the SRO will be a Township employee driving a Township vehicle from the Township's Police Department to the Governing Livingston High School, the Township shall provide maintain insurance in the amount of \$5,000,000 in auto liability for its vehicle which is to cover auto physical damage, and include the Board of Education as an additional insured.

C. **WORKERS COMPENSATION.** The SRO will be a full-time employee of the Township. As such, the Township shall be responsible for maintaining Workers Compensation and Employers Liability.

D. Evidences of the above-referenced insurance policies shall be provided to the other party.

E. **INDEMNIFICATION/HOLD HARMLESS.** The parties shall mutually indemnify and hold each other harmless from all claims, including attorney's fees and costs, arising out of performance of duties by SRO pursuant to the terms of this Agreement.

#### **XVI. Authorization**

Each party 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 judgment, order, law or regulation applicable to either party.

#### **XVII. Termination**

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

#### **XVIII. Miscellaneous**

##### **A. Entire Agreement**

This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

##### **B. Notice**

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

BERKELEY HEIGHTS BOARD  
EDUCATION  
345 Plainfield Avenue  
Berkeley Heights, NJ 07921

TOWNSHIP OF BERKELEY HEIGHTS  
Municipal Building  
29 Park Avenue  
Berkeley Heights, NJ 07921

**C. Modifications**

This Agreement may not be amended, altered or modified in any manner except in writing executed by the parties hereto.

**D. Headings**

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

**E. Invalid Clause**

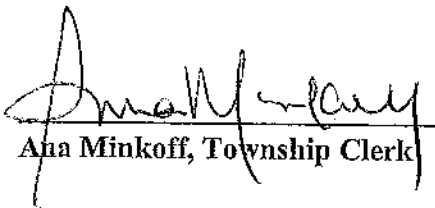
The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

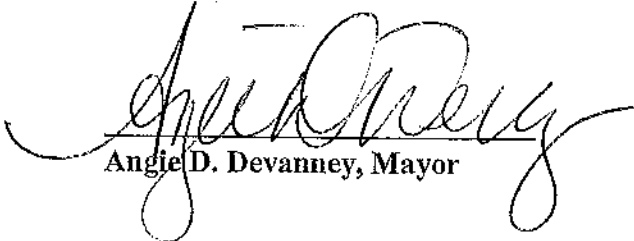
**F. Waiver**

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

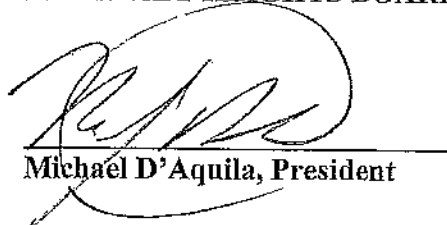
IN WITNESS WHEREOF, we do hereby agree to the within on date set forth herein above.

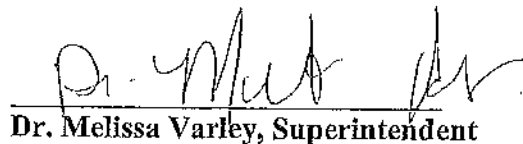
**TOWNSHIP OF BERKELEY HEIGHTS**

  
\_\_\_\_\_  
Ana Minkoff, Township Clerk

  
\_\_\_\_\_  
Angie D. Devanney, Mayor

**BERKELEY HEIGHTS BOARD OF EDUCATION**

  
\_\_\_\_\_  
Michael D'Aquila, President

  
\_\_\_\_\_  
Dr. Melissa Varley, Superintendent

RECEIVED

APR 21 2021

TWP. CLERK

**SHARED SERVICES AGREEMENT**  
**Between The Township of Berkeley Heights and The Berkeley**  
**Heights Board of Education**

**SHARED USE OF COMCAST CHANNEL 34/VERIZON**  
**CHANNEL 47 SERVICES**

THIS AGREEMENT is made on this 12<sup>th</sup> day of March, 2021, by and between the **BERKELEY HEIGHTS BOARD OF EDUCATION**, a School Board in the State of New Jersey ("the Board"), having an office at 345 Plainfield Avenue, Berkeley Heights, New Jersey 07922 and the **TOWNSHIP OF BERKELEY HEIGHTS**, a Municipal Corporation of the State of New Jersey ("the Township"), having an office at 29 Park Avenue, Berkeley Heights, New Jersey 07922.

**WITNESSETH**

**WHEREAS**, the Board and the Township (collectively referred to as the "Parties") seek to enter into a Shared Services Agreement ("Agreement") pursuant to the provisions of the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*); and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*) authorizes and empowers the Parties to enter into this Agreement; and

**WHEREAS**, pursuant to cable television franchises granted by The Township to Comcast and Verizon, the Township has access to a local cable channel (commonly known as, and hereinafter referred to as "BH GLTV"), which broadcasts on Channel 34 of the Comcast Network and Channel 47 of the Verizon Fios Network, on which The Township has given The Board access to broadcast content of its own creation along with the Township's content as well; and

**WHEREAS**, the Board currently operates BH GLTV on the Township's behalf, including scheduling programming and overseeing day-to-day operations of BH GLTV station staff and equipment; and

**WHEREAS**, this Agreement provides for certain Broadcast Support Services (“TV Support”) to be provided by the Board to the Township in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the Township and the Board desire to establish a more formal agreement delineating ownership of equipment, scheduling and programming content; and

**WHEREAS**, this Shared Services Agreement is subject to resolutions of the Governing Bodies of the Board and the Township approving same; and

**WHEREAS**, the Parties have filed a copy of this Agreement with the Division of Local Government Services in the Department of Community Affairs pursuant to (C:40A:65-4);

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. **Services to be Provided.** The Board is host and operator of BH GLTV, Comcast 34 and Verizon 47. The Board will operate in a cost efficient manner while maximizing services to the public. The Board is responsible for overseeing day-to-day operations of the BH GLTV station including but not limited to staff, equipment, and scheduling.
2. The Board will accept and host programming provided by the Township, in the manner and times agreed to by the two parties (see Section 3 below), and, in the event of a conflict the parties will jointly work to resolve such that the scheduling of the programming retains mutual benefit for both parties. The Parties agree that the Board will not be obligated to accept and host obscene or indecent programming provided by the Township.
3. The Township will regularly provide the Board with content that it wishes to have broadcast and will work with the Board to meet the desired timing, frequency and priority.
  - a. The Board shall provide the Township with TV Support of programming inclusive

of a minimum of five (5) hours of content per day.

- b. The Township can submit content for two schedules (e.g. an 'A' schedule and a 'B' schedule) that will be broadcast on alternate days.
  - c. The Township programming will run three times daily at 10AM (3 hours, includes Town Council meeting broadcast), 2PM (1 hour) and 6PM (1 hour) unless these times interfere with real-time events broadcast by the Board. Such conflicts will be discussed and agreed to in advance with alternate times suggested.
  - d. The management of the programming will continue to be delivered on the property of the Board and by an employee of the Board assigned to this responsibility at sole discretion of the Board. The Parties will work cooperatively to ensure continuity of programming during the summer, as previously agreed by both parties.
4. The Board will manage, secure and maintain all necessary equipment to schedule and broadcast programming.
  5. The TV Support provided by The Board to The Township, consistent with the terms herein shall be as follows:
    - a. Responding to scheduling and broadcast problems and making necessary corrections;
    - b. Maintaining all Township-provided equipment pursuant to Section 7(c) below;
    - c. Assisting with the purchase of any additional supplies and equipment necessary to meet the needs of Township programming; and
    - d. Prioritizing and scheduling programming accordingly, as needed by both Parties.
  6. **Consideration.** In exchange for the services provided by the Board set forth in Section 4 hereinabove, the Township agrees to pay the Board a rate of \$125.00 per month to cover

the Board's labor costs. Payment for services shall be invoiced semi-annually and payment shall be rendered by the Township to the Board within thirty (30) days from receipt of the invoice for said services from the Board.

**7. Township-Provided Equipment.**

- a. "Township-provided equipment" shall include any equipment that the Township provides to the Board, currently an Apple Computer, Media Drive, and Video Dongle(s), as well as any other future equipment owned by the Township that the Board utilizes in its operation of BH GLTV.
- b. If the Township determines that additional equipment is necessary to facilitate or enhance the broadcast of Township programming, it may elect to provide such equipment to the Board for use in its operation of BH GLTV.
- c. The Board is responsible for maintaining any Township-provided equipment in good working order, and promptly reporting any malfunctions or necessary repairs/replacements to the Township.
- d. The Township shall retain ownership of any Township-provided equipment. If any Township-provided equipment is no longer needed by the Board in its operation of BH GLTV, the Board will promptly return possession of such equipment to the Township.
- e. The Board acknowledges that the equipment provided by the Township is to be used solely by the Board and its agents to enable program scheduling and otherwise fulfill the terms of this Agreement. The Township will purchase any replacement equipment needed by the Board within thirty (30) days from receipt of a statement written by the Board detailing the need for replacement equipment.

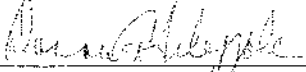
8. **Terms.** Pursuant to N.J.S.A. 40A:65-7(a)(4), this Agreement shall be for a term of five (5) years, or until such time as either party notifies the other, in writing, at least thirty (30) days in advance, of the intent to terminate this Agreement, or if this Agreement is otherwise terminated pursuant to the terms herein. Both parties agree to a yearly meeting to discuss the current operation(s) and the terms of the agreement.
9. **Insurance.** The Parties shall provide insurance coverage naming each other as additional insured for the use of the other's equipment and facilities. The Parties shall submit proof of and maintain liability insurance in the amount of at least one million (\$1,000,000) dollars upon the execution of the Agreement and the duration of same.
10. **Assignment.** The Parties shall retain the work under their respective control and shall not assign, transfer, or sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without the previous written consent of the Parties. The Parties shall not assign, in any way, the monies due or to become due under this Agreement. Any assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.
11. **Indemnification.** The Parties shall indemnify and hold each other, all representatives thereof, harmless from and against any and all claims, damages, losses and expenses to the extent caused by the Parties negligent acts, errors, intentional acts or omissions in the performance of their services and responsibilities under this Agreement.
12. **Confidentiality.** The Parties acknowledge that all information, data, strategies, positions and the like, which the TV support personnel may be exposed to or gain knowledge of by virtue of this Agreement is confidential in nature and shall not be disseminated to the other party to this Agreement or any third party, except only as required by law or order of court.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
14. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.
15. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement.
16. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.
17. **Headings.** The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.



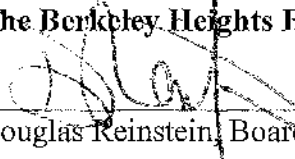
IN WITNESS HEREOF, the Parties have set their hand and seals and caused this Agreement to be executed on the day and year above written.

ATTEST:

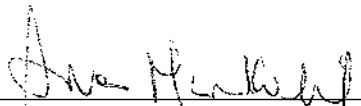
  
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Donna Felezzola, Board Secretary

**The Berkeley Heights Board of Education**

By:

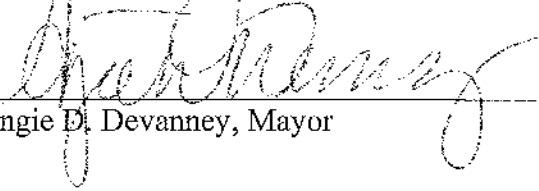
  
\_\_\_\_\_  
Douglas Reinstein, Board President

ATTEST:

  
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Ana P. Minkoff, Township Clerk

**Township of Berkeley Heights**

By:

  
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Angie D. Devanney, Mayor