

**SHARED SERVICES AGREEMENT FOR RESOURCE OFFICER
BETWEEN THE MONMOUTH REGIONAL BOARD OF EDUCATION
AND THE BOROUGH OF TINTON FALLS**

THIS AGREEMENT made this ____ day of November 2024

by and between the

**MONMOUTH REGIONAL HIGH SCHOOL BOARD OF
EDUCATION**, which has offices located at One Norman J. Field Way,
Tinton Falls, New Jersey 07724 (the "**Board**")

and the

BOROUGH OF TINTON FALLS, which has offices located at 556
Tinton Avenue, Tinton Falls, New Jersey 07724 (the "**Borough**")

Hereinafter, collectively the "**Parties**".

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act",
N.J.S.A. 40A:65-1 et seq. ("**Act**"), authorizes local units of the State of
New Jersey to enter into an agreement with any other local unit or units to
provide or receive any service that each local unit participating in the
agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, in the spirit of inter-agency cooperation, and in
furtherance of the principles underlying the Act, the Parties mutually
acknowledge their opportunity, right and obligation to take action and
engage in services and agreement for the benefit of the children attending
Monmouth Regional High School; and

WHEREAS, the Board wishes to ensure the continued safety and
welfare of persons and students at Monmouth Regional High School by
providing police services; and

WHEREAS, the services provided by the Borough will benefit both
the Parties by providing the necessary level of protection for children
attending Monmouth Regional High School.

NOW, THEREFORE, with the foregoing recitals incorporated herein
by reference and in consideration of the mutual covenants contained
herein, the parties hereto, intending to be legally bound, hereby agree as
follows:

1. **Services.** The Borough shall provide law enforcement services by assigning one dedicated officer at the Monmouth Regional High School during regular school hours during the school year. Nothing within this Agreement shall preclude or interfere with the authority and powers of the Borough's Chief of Police in the management of the assigned officer as possessed under State law, municipal ordinance, or internal guidelines.
2. **Term.** This Agreement shall be for a term commencing on July 1, 2024 and ending on June 30, 2028 unless otherwise terminated by the Parties.
3. **Consideration.** The consideration to be paid by the Board to the Borough for providing the law enforcement services set forth herein shall be as follows for each year of the term of this Agreement.

July 1, 2024 - June 30, 2026 (two years) \$60,000 per annum
July 1, 2026 - June 30, 2027 (one year) \$65,000
July 1, 2027 - June 30, 2028 (one year) \$70,000

Payment by the Board shall be remitted on an annual basis to the Borough for all services rendered.

4. **Termination.** This Agreement may only be terminated prior to the end of its term in the event of a material change in circumstances or for cause due to a material breach of the Agreement upon 90 days' notice provided by either party.
5. **Indemnification.** 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 any breach or default in the performance of any obligation under this Agreement, and/or 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.
6. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter. The Agreement shall not be modified, except by writing signed by each of the Parties hereto.

7. **Governing Law.** This Agreement shall, in all respects, be governed by and construed under the laws of the State of New Jersey.
8. **Severability.** If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid, except to the extent permitted by law, but all other terms and conditions and application shall continue in full force and effect.
9. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered, or three days after mailed by first class, registered or certified mail, postage prepaid addressed to:

To the Borough:

Borough Clerk
Borough of Tinton Falls
556 Tinton Avenue
Tinton Falls, New Jersey 07724

To the Board:

Board Secretary
Monmouth Regional High School Board of Education
One Norman J. Field Way
Tinton Falls, New Jersey 07724

10. **Agreement Approval.** This Agreement has been approved by both parties to the Agreement at duly convened public meetings. The Board President and Secretary, on behalf of the Board, and the Mayor and Clerk, on behalf of the Borough, are authorized to execute this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

Attest:

**MONMOUTH REGIONAL HIGH
SCHOOL BOARD OF**

EDUCATION

Attest:

BOROUGH OF TINTON FALLS

Michelle Hutchinson
Borough Clerk

Vito Perillo
Mayor