


GLASSBORO PUBLIC SCHOOLS
GLASSBORO, NEW JERSEY

TO: Mark Silverstein
FROM: Scott Henry 
DATE: July 18, 2017
RE: Agenda Item – Shared Services Agreement - School Resource Officers

Recommend the Board approve the attached shared services agreement with the Borough of Glassboro to provide School Resource Officers to the district. The Borough will provide up to 3 School Resource Officers to the district, 2 of which will Be Special Law Enforcement Officers Class III. The cost of the district for these officers will be \$100,000 for the 2017-2018 school year. This agreement has been reviewed by legal counsel.

BOROUGH OF GLASSBORO

1 South Main Street
Glassboro, NJ 08028-2592

PATRICIA A. FRONTINO, RMC / MMC / CMR
Municipal Clerk
pfrontino@glassboro.org



856-881-9230, ext. 88116
FAX 856-881-4248

"Summit City USA"

June 1, 2017

Glassboro Board of Education
Dr. Mark J. Silverstein, Superintendent
560 Joseph Bowe Blvd.
Glassboro, NJ 08028

Dear Mark:

Enclosed please find Resolution R: 194-17 Resolution Authorizing Execution of Shared Services Agreement Between the Borough of Glassboro and the Board of Education of the Borough of Glassboro for Providing School Resource Officers, along with two agreements. Please sign both of the agreements returning one signed agreement to my attention.

The resolution and both agreements were adopted at a meeting of Mayor and Council that was held on Tuesday, May 23, 2017.

Sincerely,

Patricia A. Frontino
Borough Clerk

RESOLUTION R: 194 – 17

**RESOLUTION AUTHORIZING EXECUTION OF
SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
GLASSBORO AND THE BOARD OF EDUCATION OF THE BOROUGH OF
GLASSBORO FOR PROVIDING SCHOOL RESOURCE OFFICERS**

WHEREAS, the Borough of Glassboro and the Board of Education of the Borough of Glassboro have negotiated a Shared Services Agreement which incorporates terms between the parties with respect to providing school resource officers; and

WHEREAS, the governing body must approve the execution of said Shared Services Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey as follows:

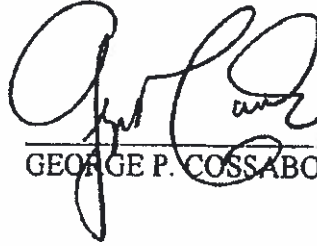
1. That the governing body does hereby approve and authorize the execution of the attached Shared Services Agreement between the Borough of Glassboro and the Board of Education of the Borough of Glassboro for the providing of school resource officers to the School District.

2. That the Mayor and/or Borough Administrator be and is hereby authorized to execute said Shared Services Agreement on behalf of the Borough of Glassboro.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Glassboro, County of Gloucester and State of New Jersey on Tuesday, May 23, 2017.

ADOPTED
05-23-2017

BOROUGH OF GLASSBORO



GEORGE P. COSSABONE, SR., Acting Mayor

Attest:



PATRICIA A. FRONTINO, Municipal Clerk

CERTIFICATION

I, Patricia A. Frontino, Municipal Clerk, of the Borough of Glassboro, in the County of Gloucester, and State of New Jersey do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the reorganization meeting of the Borough of Glassboro held on Tuesday, May 23, 2017.



PATRICIA A. FRONTINO
Municipal Clerk

SHARED SERVICES AGREEMENT

by and between

BOROUGH OF GLASSBORO

and

GLASSBORO BOARD OF EDUCATION

**TO PROVIDE SCHOOL RESOURCE OFFICERS FOR THE
GLASSBORO SCHOOL DISTRICT**

Dated: _____

**SHARED SERVICES AGREEMENT TO PROVIDE SCHOOL RESOURCE OFFICERS
FOR THE GLASSBORO SCHOOL DISTRICT BETWEEN THE BOROUGH OF
GLASSBORO AND THE GLASSBORO BOARD OF EDUCATION**

THIS SHARED SERVICES AGREEMENT (“Shared Services Agreement” or “Agreement”), dated _____ 2017, is made by and between the Borough of Glassboro, a body politic and corporate of the State of New Jersey (hereinafter referred to as “Glassboro”), and the Glassboro Board of Education (hereinafter referred to as “Board of Education”), a body politic and corporate of the State of New Jersey (collectively hereinafter referred to as “Parties”).

RECITALS

WHEREAS, the Board of Education desires to have School Resource Officers available within the Glassboro School District; and

WHEREAS, Glassboro, through the Glassboro Police Department, has the resources to provide School Resource Officers to the Glassboro School District; and

WHEREAS, N.J.S.A. 40A:65-1 et. seq. (“Uniform Shared Services and Consolidation Act”) specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and

WHEREAS, the Parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

This Agreement sets forth the specific provisions for the Shared Services Agreement between Glassboro and the Board of Education to provide School Resource Officers in the schools in the Glassboro School District in accordance with the Shared Services Law, as follows:

A. TERMS

1. Glassboro, through the Glassboro Police Department, agrees to assign up to three (3) School Resource Officers to the Glassboro School District.
2. The School Resource Officers shall be under the supervision of the Glassboro Police Chief and Glassboro Police Department and shall perform said duties and responsibilities as a School Resource Officer consistent with all applicable school laws and policies.
3. The Board of Education shall make an annual financial payment to Glassboro in the total amount of One Hundred Thousand Dollars (\$100,000.00) as payment for

the yearly services of the School Resource Officers. Payment shall be received no later than July 1st.

4. School Resource Officers will be assigned to work for a minimum of 100 school days (i.e., while students and staff are in session excluding, but not limited to, special events, sporting events, extra school duties) per school year (i.e., September through June) in the Schools as designated by the Glassboro School District. However, Glassboro reserves the right to remove and re-allocate a School Resource Officer(s) if an emergency situation arises and the School Resource Officer(s) is/are needed to return to work at the Glassboro Police Department.
5. The Chief of the Glassboro Police Department will determine and set the hours and duties and responsibilities of the School Resource Officers.

B. TERM OF AGREEMENT

1. The term of this Shared Services Agreement (Term) shall be for one (1) year and shall run from July 1st to June 30th and commence upon the execution by the parties of this Agreement.
2. The term of this Shared Services Agreement shall automatically renew for one (1) year term on July 1st unless terminated by either Party, in writing, ninety (90) days prior to the end of the current term.

C. INDEMNIFICATION

Each party (“Indemnifying Party”) agrees to defend, indemnify and hold harmless (including payment of reasonable attorneys’ fees) the other party (an “Indemnified Party”) from and against all liability based on claims relating to the services (including death) to any person, to the extent resulting from the negligent acts or willful misconduct of the Indemnifying Party or its employees, agents, representatives or subcontractors. Each Indemnifying Party’s indemnity obligations hereunder shall be subject to the Indemnified Party: (a) promptly notifying the Indemnifying Party in writing of the claim; (b) granting the Indemnifying Party’s sole control of the defense and settlement of the claim; and (c) providing the Indemnifying Party, at the Indemnifying Party’s expense, with all assistance, information and authority reasonable required for the defense and settlement of the claim.

D. COMPLIANCE WITH LAWS AND REGULATIONS

The parties agree that they will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

E. MISCELLANEOUS

1. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the parties hereto.

2. **Supplements.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Shared Services Agreement.

3. **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 any of them, of any right which is not explicitly waived herein.

4. **Amendments.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

5. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

7. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other addresses as each party may hereafter designate to the other parties in writing:

If to the BOROUGH OF GLASSBORO:
Joseph A. Brigandi, Jr., Borough Administrator
Borough of Glassboro
1 South Main Street
Glassboro, New Jersey 08028

If to the GLASSBORO BOARD OF EDUCATION
Dr. Mark J. Silverstein, Superintendent
Glassboro Board of Education
560 Joseph Bowe Blvd.
Glassboro, New Jersey 08028

8. **Covenants and Conditions.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the parties, and neither the officers, agents or employees of the parties nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

9. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

10. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

F. EFFECTIVE DATE

This Shared Services Agreement shall be effective as of this _____ day of _____, 2017, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Shared Services Agreement.

G. SIGNATURES

IN WITNESS WHEREOF, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

ATTEST:

BOROUGH OF GLASSBORO

Patricia Frontino, Municipal Clerk

By: _____
Leo J. McCabe, Mayor

ATTEST:

GLASSBORO BOARD OF EDUCATION

Board Secretary

By: _____
Peter Calvo, President