

GLASSBORO PUBLIC SCHOOLS
GLASSBORO, NEW JERSEY

TO: Dr. Mark Silverstein
FROM: Scott Henry
DATE: September 5, 2018
RE: Shared Services Agreement – School Resource Officers

Recommend the board of education approve the shared services agreement with the Borough of Glassboro to provide one School Resource Officer and four Special Law Enforcement Officers for the Glassboro Public Schools. Cost to provide the officers is \$144,000 and is funded through a general fund appropriation in the 2018-19 budget.

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

SEP 04 2018

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.

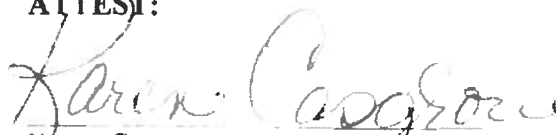
F. EFFECTIVE DATE

This Shared Services Agreement shall be effective as of this 28th day of August, 2018, 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:


Karen Cosgrove, Municipal Clerk

BOROUGH OF GLASSBORO

By: 
John E. Wallace, III, Mayor

ATTEST:

GLASSBORO BOARD OF EDUCATION

Scott D. Henry, Board Secretary

By:

Dr. Mark J. Silverstein, Superintendent

R 274-18

SHARED SERVICES AGREEMENT

by and between

BOROUGH OF GLASSBORO

and

GLASSBORO BOARD OF EDUCATION

**TO PROVIDE ONE SCHOOL RESOURCE OFFICER AND FOUR SPECIAL LAW
ENFORCEMENT OFFICERS CLASS III FOR THE
GLASSBORO SCHOOL DISTRICT**

Dated: 08/28/2018

SHARED SERVICES AGREEMENT TO PROVIDE ONE SCHOOL RESOURCE OFFICER (SRO) AND FOUR SPECIAL LAW ENFORCEMENT OFFICERS (SLEOs) CLASS III 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 August 28th 2018, is made by and between the Borough of Glassboro, a body politic and corporate of the State of New Jersey (hereinafter referred to as “Borough”), 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 “Party/Parties”).

RECITALS

WHEREAS, the Board of Education desires to have a School Resource Officer (SRO) and Special Law Enforcement Officers (SLEOs) Class III available within the Glassboro School District; and

WHEREAS, the Borough, through the Glassboro Police Department, has the resources to provide one School Resource Officer and four Special Law Enforcement Officers Class III to the Glassboro School District; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. (“Shared Services Law”) 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 the Borough 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. The Borough, through the Glassboro Police Department, agrees to assign one (1) School Resource Officer (SRO) to Glassboro High School and four (4) Special Law Enforcement Officers (SLEOs) Class III to the remaining schools located in the Glassboro School District.
2. The School Resource Officer (SRO) and Special Law Enforcement Officers (SLEOs) Class III 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 and Special Law Enforcement Officer Class III consistent with all applicable school laws and policies.

3. The Board of Education shall make an annual financial payment to the Borough in the total amount of \$144,000 dollars as payment for the yearly services of the School Resource Officers.
4. The School Resource Officer and Special Law Enforcement Officers Class III 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 Glassboro School District Schools. However, the Borough reserves the right to pull a School Resource Officer if an emergency situation arises and the School Resource Officer is needed to return to work at the Glassboro Police Department.
5. The Chief of the Glassboro Police Department will determine and set the hours, duties and responsibilities of the School Resource Officer and the Special Law Enforcement Officers Class III.
6. The Borough shall be paid directly by the Board of Education for the services of the School Resource Officer and the Special Law Enforcement Officers Class III. Payment shall be received no later than July 1st.

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