



Borough of Fair Lawn
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OCT - 4 2018

MARILYN B. BOJANOWSKI, RMC
MUNICIPAL CLERK

SANDRA M. OLIVOLA, RMC
DEPUTY MUNICIPAL CLERK

September 26, 2018

State of New Jersey
Department of Community Affairs
101 South Broad Street
P.O. Box 800
Trenton, New Jersey 08625-0800

RE: SHARED SERVICES AGREEMENTS WITH FAIR LAWN BOARD OF EDUCATION

Dear Sir/Madam:

Enclosed are copies of two Shared Services Agreements between the Borough of Fair Lawn and the Fair Lawn Board of Education. These agreements are being sent to you in accordance with N.J.S.A. 40A:65-4(b). One of the agreements is for Class III Special Law Enforcement Officers in the Elementary Schools and the other one is for Class III Special Law Enforcement Officers in the Middle Schools in the Fair Lawn School District.

If you have any questions, please feel free to contact me.

Very truly yours,

Marilyn B. Bojanowski

Marilyn B. Bojanowski, RMC
Municipal Clerk

/Mbb

Enclosures

SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF FAIR LAWN AND THE FAIR LAWN BOARD OF EDUCATION FOR SPECIAL LAW ENFORCEMENT CLASS III OFFICERS IN THE MIDDLE SCHOOLS OF THE FAIR LAWN SCHOOL DISTRICT

THIS AGREEMENT entered into this 1st day of September, 2018 by and between the Borough of Fair Lawn, a municipal corporation of the State of New Jersey, with offices located at 8-01 Fair Lawn Avenue, Fair Lawn, New Jersey 07410 (hereinafter referred to as the "Borough") and the Fair Lawn Board of Education, with offices located at 37-01 Fair Lawn Avenue, Fair Lawn, New Jersey 07410 (hereinafter referred to as the "Board") (hereinafter, the Borough and the Board are referred to collectively as the "Parties").

WHEREAS, the Board desires the services of two (2) Special Law Enforcement Class III Officers (the "SLE Officers"), employed part-time by the Borough in the Police Department, for assignment to Memorial Middle School and Thomas Jefferson Middle School (hereinafter, the "Services"); and

WHEREAS, the Borough is agreeable to providing the Services to the Board; and

WHEREAS, the Parties desire to memorialize their understanding into this Shared Services Agreement; and

WHEREAS, the Parties have authorized the Agreement by resolutions of their respective governing bodies; and

WHEREAS, the Parties have the necessary funds available to undertake their respective obligations under the Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Recitals. All the forgoing recitals are incorporated into this Agreement as if set forth herein at length.

2. Term of Agreement. The term of this Agreement shall be from **September 1, 2018 to June 30, 2019**.

3. Scope of Services. The Borough shall assign to the Board two (2) SLE Officers, employed by the Borough in the Police Department as Special Law Enforcement Officers - Class III, as follows:

- A. One (1) SLE Officer shall be assigned to Memorial Middle School and one (1) SLE Officer shall be assigned to Thomas Jefferson Middle School in the Fair Lawn School District (collectively, Memorial Middle School and Thomas Jefferson Middle School are hereinafter referred to as the "Middle Schools").

- B. The assignment of SLE Officers to the Middle Schools shall coincide with commencement of each school year and end with the end of each school year (September-June) during the Term of the Agreement.
- C. The SLE Officers shall be present at the Middle Schools during the school day, approximately seven (7) hours per day.
- D. The duties to be performed by the SLE Officers at the Middle Schools shall be assigned through the Police Department's chain of command in consultation with the Superintendent of the District and/or his or her designee.
- E. The SLE Officers shall meet all minimum requirements/training as may be required by State statutes and regulations for assignment in a public school setting.

4. **Compensation.** The Board agrees to compensate the Borough for the Services as follows:

- A. The Board shall reimburse the Borough for one-half (1/2) the total cost to the Borough for each SLE Officer, which includes a salary of \$30.50 for each hour worked plus expenses, including medical and psychological exams; uniforms and equipment; firearms; body armor; office equipment and vehicle use.
- B. The Borough shall provide the Board with an invoice on a monthly basis for the Board's one-half share of the costs outlined in Paragraph 4A hereof. The Board shall remit payment to the Borough within thirty (30) days of presentment.

5. **SLE Officers are Borough Employees.** The SLE Officers assigned to the Board pursuant to this Agreement are part-time employees of the Borough in the Police Department and are not to be construed as Board or District employees. The SLE Officers shall remain subject to all rules and regulations of the Borough and the Police Department.

6. **Communication.** The Superintendent of the District and the Chief of Police shall maintain open communications concerning assignment of the SLE Officers to the District schools.

7. **Termination.** Either party may terminate this Agreement with or without cause by providing the other party with a minimum of ninety (90) days written notice.

8. **Provisions of Law.** All provisions of law that are not enumerated in the Agreement, but that are required to be made a part of this Agreement, are hereby deemed incorporated herein. The parties' performance hereunder shall be subject to and in conformance with all applicable laws, rules and regulations.

9. **Effective date.** This Agreement will become effective upon the adoption by the parties of respective resolutions approving the terms and conditions of this Agreement, and subsequent execution of the Agreement.

10. Counterparts. This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.

11. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

12. Filing with DCA. A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs, in accordance with N.J.S.A. 40A:65-4(b).

13. Modification, or Amendment, or Assignment of the Agreement. This Agreement may only be modified or amended in writing by both the Board and the Borough. As such, no oral modification or amendments shall be binding on either the Board or the Borough. Any such amendments must be adopted by resolution of the governing body of both parties. In addition, neither party may assign or transfer its rights, duties, and/or obligations under the Agreement.

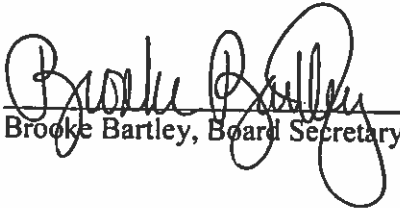
14. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any dispute arising out of this Agreement shall be venued in the Superior Court of New Jersey, Bergen County.

15. Authority to Bind. The parties executing this Agreement acknowledge that they do so with full authority to act for and to bind their public entity to the terms of this Agreement.

16. Entire Agreement. This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the parties and supersedes any prior agreements of the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties, by their appropriate officers and representatives, have executed and sealed this Agreement on the date and year first written above

ATTEST:



Brooke Bartley, Board Secretary

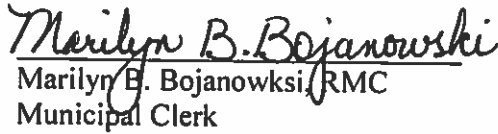
FAIR LAWN BOARD OF EDUCATION




Eugene Banta, Board President

BOROUGH OF FAIR LAWN

ATTEST:

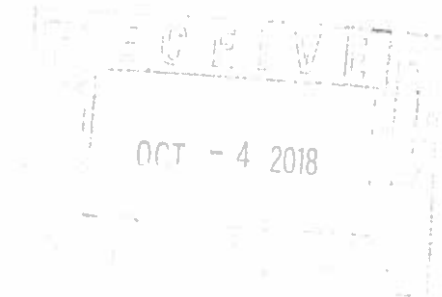


Marilyn B. Bojanowski, RMC
Municipal Clerk



Kurt Peluso, Mayor

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Cosgrove	X		
Cutrone		Absent	
Reinitz	X		
Rottenstrich	X		
Peluso	X		



September 25, 2018

RESOLUTION NO. 336-2018

By Deputy Mayor Cosgrove

Seconded by Councilmember Reinitz

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. al. (the "Act"), authorizes the Borough of Fair Lawn (the "Borough") and the Fair Lawn Board of Education (the "Board") to enter into a Shared Services Agreement in accordance with the terms set forth in the Act; and

WHEREAS, in order to enter into a shared services agreement, the Act requires that both the Borough and the Board adopt resolutions authorizing a Shared Services Agreement; and

WHEREAS, the Borough and the Board desire to enter into a Shared Services Agreement memorializing their agreement for the Borough to provide a Class III Special Law Enforcement Officer (the "SLE Officer") at each of the six (6) elementary schools and Edison School in the Fair Lawn School District (the "Services"); and

WHEREAS, the Borough and the Board believe that it is in the long-term best interests of the Borough and its residents, and especially its school children to maintain these Services; and

WHEREAS, a copy of the Shared Services Agreement covering the Services is attached hereto as Schedule A;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Fair Lawn, in the County of Bergen and State of New Jersey, as follows:

1. The aforesaid recitals are incorporated herein as if set forth at length;
2. The Shared Services Agreement is hereby approved, and the Mayor and Borough Clerk are hereby authorized to execute the Agreement, substantially in the form attached hereto as Schedule A;

3. Any and all actions heretofore undertaken by the Borough with respect to the provision of the Services to the Board are hereby ratified and affirmed;
4. A copy of the Shared Services Agreement, when fully executed, shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs, for informational purposes, in accordance with N.J.S.A. 40A:65-4(b).

I, Marilyn B. Bojanowski, RMC, Municipal Clerk of Borough of Fair Lawn do hereby certify that the within Resolution is a true and exact copy of Resolution No. 336-2018 duly adopted by the Borough Council at their meeting on September 25, 2018.



Marilyn B. Bojanowski, RMC
Municipal Clerk

SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF FAIR LAWN AND THE FAIR LAWN BOARD OF EDUCATION FOR SPECIAL LAW ENFORCEMENT CLASS III OFFICERS IN THE ELEMENTARY SCHOOLS OF THE FAIR LAWN SCHOOL DISTRICT

THIS AGREEMENT entered into this 1st day of September, 2018 by and between the Borough of Fair Lawn, a municipal corporation of the State of New Jersey, with offices located at 8-01 Fair Lawn Avenue, Fair Lawn, New Jersey 07410 (hereinafter referred to as the "Borough") and the Fair Lawn Board of Education, with offices located at 37-01 Fair Lawn Avenue, Fair Lawn, New Jersey 07410 (hereinafter referred to as the "Board") (hereinafter, the Borough and the Board are referred to collectively as the "Parties").

WHEREAS, the Board desires the services of seven (7) Special Law Enforcement Class III Officers (the "SLE Officers"), employed part-time by the Borough in the Police Department, for assignment to Radburn School, Warren Point School, Milnes School, Forrest School, Lyncrest School, Westmoreland School and Edison School (hereinafter, the "Services"); and

WHEREAS, the Borough is agreeable to providing the Services to the Board; and

WHEREAS, the Parties desire to memorialize their understanding into this Shared Services Agreement; and

WHEREAS, the Parties have authorized the Agreement by resolutions of their respective governing bodies; and

WHEREAS, the Parties have the necessary funds available to undertake their respective obligations under the Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. **Recitals.** All the forgoing recitals are incorporated into this Agreement as if set forth herein at length.

2. **Term of Agreement.** The term of this Agreement shall be from September 1, 2018 to June 30, 2019.

3. **Scope of Services.** The Borough shall assign to the Board seven (7) SLE Officers, employed by the Borough in the Police Department as Special Class III Law Enforcement Officers, as follows:

- A. One (1) SLE Officer shall be assigned to Radburn School, one (1) SLE Officer shall be assigned to Warren Point School, one (1) SLE Officer shall be assigned to Milnes School, one (1) SLE Officer shall be assigned to Forrest School, one (1) SLE Officer shall be assigned to Lyncrest School, one (1) SLE Officer shall be assigned to Westmoreland School and one (1) SLE Officer shall be assigned to Edison School in the Fair Lawn School District (collectively, these schools are hereinafter referred to as the "Elementary Schools").

- B. The assignment of SLE Officers to the Elementary Schools shall coincide with commencement of each school year and end with the end of each school year (September-June) during the Term of the Agreement.
 - C. The SLE Officers shall be present at the Elementary Schools during the school day, approximately seven (7) hours per day.
 - D. The duties to be performed by the SLE Officers at the Elementary Schools shall be assigned through the Police Department's chain of command in consultation with the Superintendent of the District and/or his or her designee.
 - E. The SLE Officers shall meet all minimum requirements/training as may be required by State statutes and regulations for assignment in a public school setting.
4. **Compensation.** The Board agrees to compensate the Borough for the Services as follows:
- A. The Board shall reimburse the Borough the full total cost of wages to the Borough for each SLE Officer in the Elementary Schools, which includes a salary of \$30.50 for each hour worked.
 - B. The Borough shall be responsible for all other expenses, including medical and psychological exams; uniforms and equipment; firearms; body armor; office equipment and vehicle use.
 - C. The Borough shall provide the Board with an invoice on a monthly basis for the Board's costs outlined in Paragraph 4A hereof. The Board shall remit payment to the Borough within thirty (30) days of presentment.
5. **SLE Officers are Borough Employees.** The SLE Officers assigned to the Board pursuant to this Agreement are part-time employees of the Borough in the Police Department and are not to be construed as Board or District employees. The SLE Officers shall remain subject to all rules and regulations of the Borough and the Police Department.
6. **Communication.** The Superintendent of the District and the Chief of Police shall maintain open communications concerning assignment of the SLE Officers to the District schools.
7. **Termination.** Either party may terminate this Agreement with or without cause by providing the other party with a minimum of ninety (90) days written notice.
8. **Provisions of Law.** All provisions of law that are not enumerated in the Agreement, but that are required to be made a part of this Agreement, are hereby deemed incorporated herein. The parties' performance hereunder shall be subject to and in conformance with all applicable laws, rules and regulations.

9. Effective date. This Agreement will become effective upon the adoption by the parties of respective resolutions approving the terms and conditions of this Agreement, and subsequent execution of the Agreement.

10. Counterparts. This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.

11. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

12. Filing with DCA. A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs, in accordance with N.J.S.A. 40A:65-4(b).

13. Modification, or Amendment, or Assignment of the Agreement. This Agreement may only be modified or amended in writing by both the Board and the Borough. As such, no oral modification or amendments shall be binding on either the Board or the Borough. Any such amendments must be adopted by resolution of the governing body of both parties. In addition, neither party may assign or transfer its rights, duties, and/or obligations under the Agreement.

14. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any dispute arising out of this Agreement shall be venued in the Superior Court of New Jersey, Bergen County.

15. Authority to Bind. The parties executing this Agreement acknowledge that they do so with full authority to act for and to bind their public entity to the terms of this Agreement.

16. Entire Agreement. This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the parties and supersedes any prior agreements of the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties, by their appropriate officers and representatives, have executed and sealed this Agreement on the date and year first written above.

ATTEST:

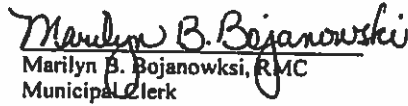

Brooke Bartley, Board Secretary

FAIR LAWN BOARD OF EDUCATION


Eugene Banta, Board President

BOROUGH OF FAIR LAWN

ATTEST:


Marilyn B. Bojanowski, RMC
Municipal Clerk


Kurt Peluso, Mayor

Fair Lawn Public Schools

Brooke Bartley
Business Administrator/Board Secretary

37-01 Fair Lawn Avenue
Fair Lawn, New Jersey 07410
Tel: (201)794-5500 x 7091
Fax: (201)703-4630
E-mail:bbartley@fairlawnschools.org

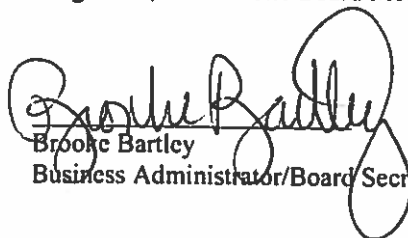
Approval of Shared Services Agreement with Borough of Fair Lawn for Special Law Enforcement Class III Officers in the Middle Schools of the Fair Lawn School District

WHEREAS, the Fair Lawn Board of Education deems it in the public interest to enter into a Shared Services Agreement with the Borough of Fair Lawn pursuant to *N.J.S.A. 40A:65-1, et seq.*, to permit the Borough to utilize the services of two (2) Special Law Enforcement Class III Officers, employed part-time by the Borough in the Police Department for assignment to Memorial Middle School and Thomas Jefferson Middle School for the term of September 1, 2018 to June 30, 2019. One officer being assigned to each middle school; **AND**

NOW, THEREFORE, BE IT RESOLVED, that the Fair Lawn Board of Education approves the Shared Services Agreement with the Borough of Fair Lawn, on file in the office of the School Business Administrator, for services of Class III Officers;
AND BE IT

FURTHER RESOLVED, that the Board President and Secretary are authorized and directed to execute the Shared Services Agreement on behalf of the Board.

This is to certify that the resolution listed above is a true and accurate copy of such resolution as it appeared on the August 23, 2018 Public Board Meeting.


Brooke Bartley
Business Administrator/Board Secretary