

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Union COUNTY: Union

RECIPIENT: Township of Union Board of Education COUNTY: Union

BRIEF DESCRIPTION OF SERVICE:

The Township of Union provides a School Resource Officer in exchange for payment.

EFFECTIVE DATE: Jan 1, 2017

EXPIRATION DATE: Dec 31, 2017

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement (the "Agreement") is made as of the ___ day of _____, 2016, by and between **UNION TOWNSHIP BOARD OF EDUCATION**, whose address is 2369 Morris Avenue, Union, New Jersey 07083 ("Board") and **TOWNSHIP OF UNION**, whose address is 1976 Morris Avenue, Union, New Jersey 07083 ("Township").

WHEREAS the Township has provided the Board with a School Resources Officer ("SRO") for the 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, and 2015-2016 school years; and

WHEREAS for the 2010-2011, 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years there was no written agreement setting forth the understanding of the Board and Township as to the Township providing an SRO for the listed school years; and

WHEREAS for the 2015-2016 school year there is no written agreement setting forth the understanding of the Board and Township as to the Township providing an SRO;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **2010-2011, 2011-2012, 2012-2013, 2013-2014, and 2014-2015 School Years**

In consideration of the Township providing to the Board a SRO for the 2010-2011, 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years, the Board shall pay the Township the amount of \$150,000.00 under the following payment schedule:

<u>Number</u>	<u>Amount</u>	<u>Due Date</u>
1	\$ 50,000.00	December 31, 2016
2	\$ 50,000.00	December 31, 2017
3	\$ 50,000.00	December 31, 2018

For all of the payments set forth, Township agrees to provide a fully-executed official Board voucher.

2. **2015-2016 School Year**

In consideration of the Township providing to the Board a SRO for the 2015-2016 school year, the Board has previously paid the Township the amount of \$44,597.00.

3. **2016-2017 School Year**

In consideration of the Township providing to the Board a SRO for the 2016-2017 school year, the Board agrees to pay the Township the amount of \$40,000 with payment to be made no later than July, 2017, upon submission by the Township of a fully-executed Board voucher. Township further agrees to provide the Board with an insurance certificate naming the Board as an additional insured under the Township's casualty and liability insurance policy.

4. **Indemnification**

The Township agrees that the Board shall not be liable for any damage or injury resulting from any act or omission on the part of the Township or its employees, agents, licensees, invitees, or participants excepting any damage or injury caused by the acts or omissions of the Board or its employees, agents, licensees, or invitees. The Township agrees to defend the Board in, from, and on account of any suit, action, proceeding, or cause, in law or equity, and to indemnify Board and hold it harmless from and against any suit, action, proceeding, cause, judgment, liability, damages, or other expense of any nature, including but not limited to court costs and reasonable attorneys' fees, resulting from any and all claims brought against the Board or its employees, agents, licensees, invitees or students arising out of or related in any manner to the SRO provided by the Township, excepting that such indemnification shall not apply to any claims or losses caused by the acts or omissions of the Board or its employees, agents, licensees, or invitees.

5. **Entire Agreement**

This Agreement contains the sole and entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior and contemporaneous agreements, negotiations, promises or understandings between the parties, whether oral or written, relating to the subject matter hereof. The parties acknowledge and agree that they have not made any representations with respect to the subject matter of this Agreement, or any representations inducing the execution and delivery hereof except for such representations as are specifically set forth herein.

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

WITNESS:

UNION TOWNSHIP BOARD OF EDUCATION



Board Secretary

DIANE L. CAPIELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 7, 2018

By: 

Name: Gasbory E. Basnau


Title: Business Administrator

WITNESS:

TOWNSHIP OF UNION



EILEEN BIRCH, TOWNSHIP CLERK

By: 

MANUEL FIGUEIREDO

Name: _____

Title: MAYOR

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CLERK'S OFFICE
TOWNSHIP OF UNION
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