



## BOROUGH OF NORWOOD

455 Broadway  
Norwood, New Jersey 07648



Laura Borchers, RMC, CMR  
Borough Clerk

Phone: 201-784-2965  
lborchers@norwoodboro.org

September 17, 2018

Division of Local Government services  
Department of Community Affairs  
101 S. Broad Street.  
Trenton, NJ 08608

Dear Sir/Madam,

Attached please find resolution and agreement between the Borough of Norwood, the Norwood Board of Education and the Northern Valley Regional High School Board of Education. Trust all is in order.

Please feel free to call me should you have any questions.

Thank you,

Sincerely,

*Laura Borchers*

Laura Borchers, RMC/CMR  
Borough Clerk

**BOROUGH OF NORWOOD**

BERGEN COUNTY, NEW JERSEY

**RESOLUTION**

No. 18:129

OFFERED BY Brizzolara

SECONDED BY Ascolese

SEP 21 2018

**Authorizing a Shared Services Agreement Between  
the Borough of Norwood, the Norwood Board of Education,  
and the Northern Valley Regional High School Board of Education**

WHEREAS, the Mayor and Council of the Borough of Norwood ("Norwood") finds that Norwood's best interests will be advanced if Norwood enters into a shared services agreement, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*) and any other applicable laws or regulations, with the Norwood Board of Education ("Board"), and the Northern Valley Regional High School Board of Education ("N.V. Board") to allow these local units, as defined by N.J.S.A. 40A:65-3, to share the goods and services necessary to provide police security services for the Board and the N.V. Board, upon the terms and conditions that are set forth in the proposed shared services agreement ("Agreement"), which is on file with the Borough Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood as follows:

1. The Mayor and Council hereby authorizes and directs the Mayor to execute, and the Clerk to attest to the execution of, the Agreement with the Board and the N.V. Board, for above-referenced purposes, upon the terms and conditions that are set forth in the Agreement, which are incorporated herein by reference, and which is on file with the Borough Clerk; and

2. A copy of the Agreement will be available for public inspection in the Borough Clerk's office, as required by N.J.S.A. 40A:65-5(b), along with a copy of this resolution. The Borough Clerk also will file a copy of the Agreement with the Division of Local Government Services in the Department of Community Affairs, pursuant to N.J.S.A. 40A:65-4(b).

Member	Aye	Nay	Abstain	Absent
MARINO	X			
HABERMAN	X			
BRIZZOLARA	X			
ASCOLESE	X			
ROONEY	X			
SCOTT	X			
MAYOR (tie)				

I hereby certify that the above is a true copy of a resolution passed by the Council of the

Borough of Norwood at the meeting held on July 11 2018

Laura Berchens

Borough Clerk

SEAL

## Shared Services Agreement

This agreement made the 11<sup>th</sup> day of July 2018, by the **Borough of Norwood**, 455 Broadway, Norwood, New Jersey ("Norwood"); the **Norwood Board of Education**, 177 Summit Avenue, Norwood, New Jersey ("Norwood Board"); and the **Northern Valley Regional High School Board of Education**, 162 Knickerbocker Road, Demarest, New Jersey ("N.V. Board").

**WHEREAS**, the Board and the N.V. Board each has a school campus in Norwood; and

**WHEREAS**, the Borough's Mayor and Council has adopted an ordinance, Norwood Code §50-17, authorizing third parties to apply for the use of Norwood police officers for traffic direction or other security needs, with the Chief of Police's approval, at the hourly rate of \$125; and

**WHEREAS**, the parties to this agreement are local units in the State of New Jersey that are authorized to enter into shared services agreements to jointly provide for any lawful service pursuant to the Uniform Shared Services and Consolidation Act, N.J.S. 40A:65-1 et seq.; and

**WHEREAS**, each of the parties has independently concluded that they should implement a shared services agreement by which Norwood will provide an off-duty police officer to enhance security at the schools in Norwood of the Norwood Board and the N.V. Board.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Services to be Provided. Norwood agrees to provide one police officer during the hours 8:00 a.m. to 3:30 p.m. on each day, or portion of each day, on which school is in session, to be determined and assigned by Norwood's Police Chief, up to four hours each day at the Norwood Board School campus and up to four hours at the N.V. Board School campus.

2. Payment. The Norwood Board and the N.V. Board each agree to pay to Norwood 40% of the \$75.00 per hour salary that Norwood will pay to the officer assigned to the schools. Norwood will remain responsible for 20% of this salary.

3. Effective Date. This agreement will be effective upon the day it is executed on behalf of all parties, and after the adoption of appropriate resolutions authorizing this execution, pursuant to N.J.S.A. 40A:65-5.

4. Term. This agreement's term will begin on the effective date and will continue until June 30, 2019.

5. Termination. If the circumstances or needs of the Board, the N.V. Board, or Norwood change, or if this agreement is deemed to no longer be in the public interest, any party may terminate this agreement upon thirty (30) days' notice to the other parties. The notice will be effective upon mailing to the other parties.

6. Modification, Waiver, and Construction.

A. This agreement may be modified only in a writing that is signed by authorized representatives of all parties.

B. The failure of any party to require the performance of any term or obligation of this agreement, or the waiver by any party of any breach of this agreement, will not prevent the subsequent enforcement of the term or obligation or be deemed a waiver of any subsequent breach.

C. This agreement will be construed in accordance with the laws of the State of New Jersey.

D. All of the sections, paragraphs, clauses, sentences, and provisions of this agreement are severable, and if any sections, paragraphs, clauses, or phrases of this agreement are

declared by a Court to be unconstitutional or otherwise invalid, this will not affect any of the agreement's remaining sections, paragraphs, clauses, and phrases.

E. Any cause of action, claim, suit, or civil action of any kind filed by any party arising out of or relating to the terms of this agreement, or the relationship of the parties, will be brought only in the Superior Court of New Jersey, Bergen County, New Jersey. All parties irrevocably admit themselves to the jurisdiction of that Court.

F. A copy of this agreement will be filed with the Division of Local Government Services in the Department of Community Affairs, pursuant to N.J.S.A. 40A:65-4.

**IN WITNESS WHEREOF**, the parties have set their hands and seals, or caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

Borough of Norwood

Laura Borchers

Laura Borchers;  
Borough Clerk

By: 

James P. Barsa,  
Mayor

ATTEST:



Secretary

Norwood Board of Education

By: 

President

ATTEST:

Northern Valley Regional High School  
Board of Education

Juanette Lesau  
Secretary

By: 

Joseph Argenziano,  
President