
SHARED SERVICES AGREEMENT

by and between

TOWNSHIP OF WEST DEPTFORD

and

WEST DEPTFORD BOARD OF EDUCATION

**FOR SPECIAL LAW ENFORCEMENT OFFICER (~~SLEO~~) CLASS III SERVICES IN
THE WEST DEPTFORD SCHOOL DISTRICT**

Dated: September 1, 2018

**SHARED SERVICES AGREEMENT FOR SPECIAL LAW ENFORCEMENT OFFICER
(SLEO) CLASS III SERVICES IN THE WEST DEPTFORD SCHOOL DISTRICT
BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE WEST DEPTFORD
BOARD OF EDUCATION**

THIS SHARED SERVICES AGREEMENT (“Shared Services Agreement” or “Agreement”), dated September 1, 2018, is made by and between the Township of West Deptford, a body politic and corporate of the State of New Jersey (hereinafter referred to as “Township”), and the West Deptford Board of Education (hereinafter referred to as “School Board”), a body politic and corporate of the State of New Jersey (collectively hereinafter referred to as “Party/Parties”).

RECITALS

WHEREAS, the Township, through the West Deptford Police Department, has provided a School Resource Officer to the West Deptford School District for a number of years; and

WHEREAS, the Township and the School Board recognize the benefit of a SLEO Class III program to the citizens of the Township and the students, staff and parents of the West Deptford School District in providing police protection to the students and staff and reducing juvenile delinquency through a collaborative approach between Law Enforcement and the School Board that focuses on education, prevention, communication and information sharing; 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 Township and the School Board for Special Law Enforcement Officer(s) (SLEOs) Class III in the West Deptford School District in accordance with the Shared Services Law, as follows:

A. TERMS

1. The Township, through the West Deptford Police Department, agrees to assign Special Law Enforcement Officers (SLEOs) Class III to the elementary, middle and high schools located in the West Deptford School District.

2. The Class III Officer(s) shall be under the supervision of the West Deptford Police Chief and West Deptford Police Department and shall perform said duties and responsibilities as a Class III Officer consistent with all applicable school laws and policies.
3. The School Board will make a payment on or before June 30, 2019 in the amount of \$ 125,160.00 to the Township as the School Board's contribution towards the cost to provide the Class III Officer(s).
4. Class III Officer(s) will be assigned to provide services to the School District for a total of forty (40) hours per week during school hours, prorated when necessary to include only days that schools are in session (180 days total per annual school calendar).
5. The Chief of the West Deptford Police Department will work, in conjunction with the Superintendent of the West Deptford School District to determine and set the hours and duties and responsibilities of the Class III Officer(s).
6. The Township shall be paid directly by the School Board for the financial contribution towards the Class III Officer(s).
7. The Township's obligation to perform under this Agreement is contingent upon the recruitment, selection, training and employment of qualified Class III SLEOs by the West Deptford Township Police Department to work in a school setting and fulfill the time requirements in this Agreement.

B. TERM OF AGREEMENT

1. The term of this Shared Services Agreement (Term) shall be from September 1, 2018 to June 30, 2019 and commence upon the execution by the parties of this Agreement.
2. The term of this Shared Services Agreement shall automatically renew for an additional term on September 1st unless terminated by either Party, in writing, sixty (60) days prior to the end of the current term.

C. INDEMNIFICATION/HOLD HARMLESS

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 TOWNSHIP OF WEST DEPTFORD:
Lee Ann DeHart, Registered Municipal Clerk
Township of West Deptford
400 Crown Point Road
West Deptford, New Jersey 08096

If to the WEST DEPTFORD BOARD OF EDUCATION
Steven A. Crispin, Superintendent
West Deptford Board of Education
675 Grove Road
West Deptford, New Jersey 08066

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 1ST day of SEPTEMBER, 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:

Lee Ann DeHart
Lee Ann DeHart, Registered Municipal Clerk

TOWNSHIP OF WEST DEPTFORD

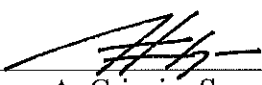
By: Denice DiCarlo
Denice DiCarlo, Mayor

ATTEST:

**WEST DEPTFORD
BOARD OF EDUCATION**



William H. Thompson, Board Secretary

By: _____
Steven A. Crispin, Superintendent