

OCT 30 2018

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**SHARED SERVICES AGREEMENT**

**by and between**

**TOWNSHIP OF WEST DEPTFORD**

**and**

**WEST DEPTFORD BOARD OF EDUCATION**

**FOR SCHOOL RESOURCES OFFICER (SRO) SERVICES IN THE WEST DEPTFORD  
SCHOOL DISTRICT**

**Dated:** 10/3/18

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**SHARED SERVICES AGREEMENT FOR SCHOOL RESOURCE OFFICER (SRO)  
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 10/3/18 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 School Resource Officer (SRO) 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 School Resource Officer (SRO) services 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 one (1) School Resource Officer (SRO) to the West Deptford School District.

2. The SRO 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 SRO consistent with all applicable school laws and policies.
3. The School Board shall make an annual financial payment in the amount of fifty-percent (50%) of the costs incurred to provide the SRO. These costs are based on salary, health insurance, Social Security and Medicare from September 1<sup>st</sup> through June 30<sup>th</sup>.
4. The SRO 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 (September through June). However, the Township reserves the right to pull the SRO if an emergency situation arises and the SRO is needed to return to work at the West Deptford Police Department.
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 SRO.
6. The Township shall be paid directly by the School Board for the financial contribution towards the SRO. Payment shall be received no later than July 1<sup>st</sup>.

#### **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 1<sup>st</sup> 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/Acting Township Administrator  
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 31<sup>st</sup> day of October, 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:**

William H. Thompson  
William H. Thompson, Board Secretary

**WEST DEPTFORD  
BOARD OF EDUCATION**

By: Steven A. Crispin  
Steven A. Crispin, Superintendent