

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: North Bergen Board of Education COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Special Police Services

EFFECTIVE DATE: 09/01/2018

EXPIRATION DATE: 06/30/2019

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$250,000

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.

RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BERGEN AND THE NORTH BERGEN BOARD OF EDUCATION FOR SPECIAL POLICE SERVICES

WHEREAS, the Township of North Bergen ("North Bergen"), within the Department of Public Safety and the Police Department employ Special Police Officers ("SPO"), qualified pursuant to N.J.S.A. 40A:48-146.10; and

WHEREAS, the North Bergen Board of Education ("Board of Education") has need for SPOs for security purposes in various school locations in North Bergen; and

WHEREAS, North Bergen is willing to provide SPO services to the Board of Education for the current school year, namely September 1, 2018 through June 30, 2019 on an hourly reimbursement basis; and

WHEREAS, North Bergen and the Board of Education intend to enter into a Shared Services Agreement authorized by N.J.S.A. 40A:65-1 et. seq.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN that:

1. The foregoing recitals are incorporated herein as though fully set forth at length.
2. A Shared Services Agreement between North Bergen and the Board of Education in form attached hereto as Exhibit A is hereby authorized and approved.
3. The Mayor, Township Administrator, Chief Financial Officer, counsel, Township Clerk, Chief of Police and any other necessary official, officer or employee of North Bergen, be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and effectuate the intent and purpose of this Resolution, including, negotiating and agreeing to any amendments to Exhibit A which they deem appropriate, provided the agreement is substantially in form attached.
4. A certified copy of this Resolution shall be forwarded to:
 - a. North Bergen Department of Public Safety
 - b. North Bergen Board of Education
 - c. North Bergen Chief of Police

Date: **September 26, 2018**

	YES	NO	NOT VOTING
Cabrera	J		
Marenco			<i>Shant</i>
Gargiulo	J		
Pascual	J		
Sacco (President)			

I HEREBY CERTIFY the foregoing to be a True and Correct copy of Resolution passed and adopted by the Board of Commissioners of the Township of North Bergen in the County of Hudson, the State of New Jersey, at a meeting held on the above date.

Prinipal
Township Clerk

EXHIBIT A

SHARED SERVICES AGREEMENT FOR SPECIAL POLICE SERVICES

This Agreement is made and effective as of 1st day of September, 2018, by and between the Township of North Bergen ("Township") and the North Bergen Board of Education (the "Board") (collectively the "Parties").

In consideration of the mutual covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background.** The Township employs Special Police Officers, ("SPO"), qualified pursuant to N.J.S.A. 40A:14-146.10. The Parties wish to enter into a Shared Services Agreement, pursuant to the N.J.S.A. 40A:65-1 et seq., enabling the Township to provide SPO services to the Board.
2. **Scope of Services.** The Township agrees to provide SPO services to the Board at the eight (8) schools and locations as contained in the attached Schedule A during the 2018-2019 school year, during regular school hours, 8:30 AM to 3:30 PM, Monday through Friday, when the schools are in session. One (1) SPO shall be provided at each location, unless the Board Superintendent of Schools ("Superintendent") and the Township Chief of Police ("Chief) determine that different SPO presence or allocation is needed. The Township shall make a good faith effort to provide the SPO service, but cannot guaranty that it will have SPO available to fulfill one hundred percent (100%) of the potential of total services contemplated by this Agreement because of availability of SPO. In the event the Township does not have sufficient SPO available to meet the needed allocation, the Township reserves the right, but not the obligation, to provide full time regular police officers to meet the required allocation, on the condition that the hourly rate for the regular police officers shall be for the Board \$25.00, regardless of the actual excess cost to the Township. The SPO shall provide security services and a police presence, the details of which shall be agreed upon by the Chief and the Superintendent or their designees.
3. **Term.** This Agreement shall be effective September 1, 2018, and shall continue until June 30, 2019. This Agreement may renew annually for additional one (1) year terms, upon the parties giving notice to each other on or before August 1st. On a renewal, the annual maximum contract amount and hourly rates shall be subject to change based on agreement by the Parties.
4. **Compensation.** The Board shall pay the Township at a rate of \$20.00 to \$25.00 per hour for each SPO hour of service. The hourly rate shall vary based upon

the hourly rate paid the individual SPOs. Payments shall be made monthly upon the Board's receipt of the Township's monthly statement of services rendered. The maximum amount to be paid by the Board shall not exceed \$250,000.00.

5. **Level of Service.** The Township will provide all services in a professional and diligent manner.

6. **Authority.** The SPO shall be under the authority and direction of the Chief and his chain of command superior officers. The Chief, or his designee, shall coordinate all services and assignments with the Superintendent or his designee.

7. **Termination.** Either Party may terminate this Agreement at any time with or without cause (and no cause need be stated) by giving forty-five (45) days written notice to the other Party. Payment required under paragraph 4 shall be paid through the date of termination.

8. **Indemnification.** The Board will defend and indemnify the Township and hold it, its officials, officers, agents, representatives and employees harmless from any and all losses, claims liabilities or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the negligence and the performance, or lack thereof, of the Board's obligations under this Agreement.

The Township will defend and indemnify the Board and hold it, its officials, officers, agents, representatives and employees, harmless from any and all losses, claims, liabilities or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the negligence and the performance, or lack thereof, of the Township's obligations under this Agreement.

9. **Insurance.** During the term of this Agreement, all Parties will keep in force, at its costs and expense, public liability insurance, including contractual liability, in minimum limits of \$1,000,000.00 on account of bodily injuries or death and property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other Party.

10. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit the matter for litigation. Rather, the Parties agree:

- a. The Contact Person for each involved Party shall attempt to resolve the dispute, and if that is unsuccessful;

b. The Township Administrator and one Commissioner and the Superintendent and one Board Member shall attempt to resolve the dispute, and if that is unsuccessful;

c. The Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator shall be binding and final.

d. By agreeing to arbitration, the Parties agree to waive their right to a trial by jury to resolve disputes that may arise concerning the terms and conditions of this Agreement.

11. **Authorization.** Each Party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **No Assignments.** This Agreement may not be assigned without the written consent of all Parties.

14. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the transactions contemplated herein. No change or modification of the Agreement shall be valid unless the same shall be in writing and signed by all Parties.

15. **Severability.** If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

16. **Notice.** Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Township of North Bergen
4233 Kennedy Blvd.
North Bergen, New Jersey 07047
Att: Township Administrator

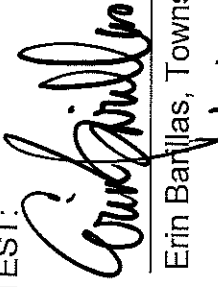
North Bergen Board of Education
7317 Kennedy Blvd.
North Bergen, New Jersey 07047
Att: Superintendent

17. **Execution in Counterparts.** This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

IN WITNESS WHEREOF, each Party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ACCEPTED AND AGREED TO:

ATTEST:



Erin Barillas, Township Clerk

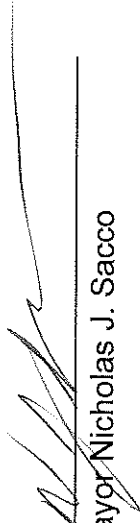
BY: _____

Dated: 9/26/2018

TOWNSHIP OF NORTH BERGEN

BY: _____

Mayor Nicholas J. Sacco



ATTEST:

NORTH BERGEN BOARD OF EDUCATION

BY: _____

Name: _____

Title: _____

Dated: _____

BY: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each Party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ACCEPTED AND AGREED TO:

ATTEST:


BY: Erin Barile, Township Clerk


Dated: 9/26/2018

TOWNSHIP OF NORTH BERGEN

BY: 


Mayor Nicholas J. Sacco

ATTEST:


BY: Steven Saminick
Name: Steven Saminick
Title: Business Administrator

Dated: 10/17/18

NORTH BERGEN BOARD OF EDUCATION

BY: 
Name: George Salfredo
Title: Superintendent

Ed.D.

SCHEDULE A

Robert Fulton Elementary School
7407 Hudson Avenue
North Bergen, NJ 07047

Robert Fulton School Annex
7111 Polk Street
North Bergen, NJ 07047

Franklin Elementary School
5211 Columbia Avenue
North Bergen, NJ 07047

Lincoln Elementary School
1206 - 63rd Street
North Bergen, NJ 07047

Lincoln Annex Kindergarten Center
1206 - 63rd Street
North Bergen, NJ 07047

John F. Kennedy Elementary School
1210 - 11th Street
North Bergen, NJ 07047

Horace Mann Elementary School
1215 - 83rd Street
North Bergen, NJ 07047

McKinley Elementary School
3110 Liberty Avenue
North Bergen, NJ 07047

North Bergen Pre-School Center
North Hudson Braddock Park
8701 Boulevard East
North Bergen, NJ 07047