WEST DEPTFORD TOWNSHIP

RESOLUTION 2023-209

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING AND APPROVING THE EXECUTION OF THE SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE NATIONAL PARK BOARD OF EDUCATION FOR SPECIAL LAW ENFORCEMENT OFFICER (SLEO) CLASS III SERVICES IN THE NATIONAL PARK SCHOOL DISTRICT (2023-2024)

WHEREAS, the Township and the National Park Board of Education (hereinafter referred to as "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 National Park School District in providing police protection to the students and staff 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, the Township offers Police Services to the Borough of National Park and the National Park Board of Education also desires the benefit of SLEO III services within its school; and

WHEREAS, the Township, through the West Deptford Police Department has agreed to assign one Special Law Enforcement Officer (SLEO) Class III in a school located in the Borough for the school year of 2023-2024; 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 attached Shared Services Agreement (hereinafter referred to as "Agreement") has been prepared and outlines the responsibilities of each Party to the Agreement to achieve the goals as outlined above; 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 BE IT RESOLVED by the Township Committee of the Township of West Deptford, County of Gloucester and State of New Jersey on this 3rd day of May, 2023 that the Township of West Deptford does hereby authorize and approve the execution of the attached Shared Services Agreement between the Township of West Deptford and the National Park Board of Education For Special Law Enforcement Officer Class III Services in the National Park School District for the school year 2023-2024, pursuant to the terms of the attached Agreement.

ADOPTED at the meeting of the Township Committee of the Township of West Deptford held on May 3, 2023.

TOWNSHIP OF WEST DEPTFORD

JAMES P. MEHAFFEY, Mayor

ATTEST:

Lee Ann DeHart, Registered Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Registered Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on May 3, 2023.

Lee Ann DeHart, Registered Municipal Clerk

SHARED SERVICES AGREEMENT

by and between

TOWNSHIP OF WEST DEPTFORD

and

NATIONAL PARK BOARD OF EDUCATION

FOR SPECIAL LAW ENFORCEMENT OFFICER (SLEO) CLASS III SERVICES IN THE NATIONAL PARK DISTRICT (2023-2024)

Dated: May 3, 2023

SHARED SERVICES AGREEMENT FOR SPECIAL LAW ENFORCEMENT OFFICER (SLEO) CLASS III SERVICES IN THE NATIONAL PARK SCHOOL DISTRICT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE NATIONAL PARK BOARD OF EDUCATION (2023-2024)

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement" or "Agreement"), dated May 3, 2023 2023, 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 National Park 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 and the School Board recognize the benefit of a SLEO Class III program 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, the Township offers Police Services to the Borough of National Park and the National Park Board of Education also desires the benefit of SLEO III services within its school; 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 National Park 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) Special Law Enforcement Officer (SLEO) Class III to schools located in the National Park 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 prorated payment (i.e., based upon the 180 days total per annual school calendar) on or before August 1, 2024 in the amount of $55,340.72 to the Township as the School Board's contribution towards the cost to provide the Class III Officer(s) for the 2023-2024 school year.

4. Class III Officer(s) will be assigned to provide services to the School District for a total of thirty-five (35) 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 National Park 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 the initial start date based upon when the SLEO III begins working in the schools to June 30, 2024 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 of one (1) year on September 1st unless otherwise terminated by either Party, in writing, sixty (60) days prior to the end of the current term at an increased cost to the School Board of an additional 2% per year of the base year of $55,340.72.

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 NATIONAL PARK BOARD OF EDUCATION
Dr. Shannon W. Whalen, Superintendent
National Park Board of Education
516 Lakehurst Avenue
National Park, New Jersey 08063

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, 2023, 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: _____
James P. Mehaffey, Mayor

ATTEST:

WEST DEPTFORD
BOARD OF EDUCATION

Board Secretary

By: Dr. Shannon Whalen, Superintendent

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