

**RESOLUTION 88-19**

**RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES  
AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE  
CLAYTON BOARD OF EDUCATION FOR A FINANCIAL CONTRIBUTION  
TOWARDS UP TO TWO CLASS III SCHOOL RESOURCE OFFICERS**

*WHEREAS*, the Borough of Clayton has agreed to enter into an Agreement for Shared Service to provide for a financial contribution towards up to two Class III School Resource Officers; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement between the Borough of Clayton and the Clayton Board of Education.
2. That the Mayor, Thomas Bianco be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

*ADOPTED*, at a regular meeting of the Mayor and Council of the Borough of Clayton held on March 28, 2019.

BOROUGH OF CLAYTON

  
\_\_\_\_\_  
THOMAS BIANCO, Mayor

Attest:

  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

**CERTIFICATION**

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, March 28, 2019.

  
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CHRISTINE NEWCOMB, Borough Clerk

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**SHARED SERVICES AGREEMENT**

**by and between**

**BOROUGH OF CLAYTON**

**and**

**CLAYTON BOARD OF EDUCATION**

**FOR A FINANCIAL CONTRIBUTION TOWARDS UP TO TWO CLASS III SCHOOL  
RESOURCE OFFICERS**

**Dated:** 3/28/19

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**SHARED SERVICES AGREEMENT FOR FINANCIAL CONTRIBUTION TOWARDS  
THE COST TO PROVIDE UP TO TWO (2) CLASS III SCHOOL RESOURCE  
OFFICERS TO THE CLAYTON SCHOOL DISTRICT BETWEEN THE BOROUGH OF  
CLAYTON AND THE CLAYTON BOARD OF EDUCATION**

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement" or "Agreement"), dated March 28, 2019, is made by and between the Borough of Clayton, a body politic and corporate of the State of New Jersey (hereinafter referred to as "Clayton"), and the Clayton 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**, Clayton, through the Clayton Police Department, has provided a School Resource Officer to the Clayton School District for a number of years; 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 Clayton and the School Board for financial contribution towards the cost to provide Class III School Resource Officer(s) in accordance with the Shared Services Law, as follows:

**A. TERMS**

1. Clayton, through the Clayton Police Department, agrees to assign up to two (2) Class III School Resource Officer(s) to the Clayton School District.
2. The Class III School Resource Officer(s) shall be under the supervision of the Clayton Police Chief and Clayton Police Department and shall perform said duties and responsibilities as a Class III School Resource Officer consistent with all applicable school laws and policies as well as New Jersey Code Title 40A:14-146.8-146.18.
3. Upon the hiring of up to two (2) Class III School Resource Officers, the School Board will make an initial payment on or before the first of the month following the hire date (i.e., where a Class III School Resource Officer is hired on April 8,

initial payment will be due May 1) of fifty percent (50%) of the first month's cost (i.e., from date of hire to the last day of the month of hiring) which amount will be determined upon the hiring of the Class III School Resource Officer(s) and shall include one-time start-up costs (uniform, radio, handgun, etc. as needed). Thereafter, for each Class III School Resource Officer hired, the School Board will make a monthly financial payment in the total amount of \$2,455.20 to Clayton as the School Board's contribution towards the cost to provide the Class III School Resource Officer(s) on the first of each month through the end of the school year in June. Payments shall be made as outlined above on the first of each month from September through June, totaling \$24,552, thereafter until such time that this Agreement is terminated.

4. Class III School Resource Officer(s) will be assigned to work for a minimum of 186 school days (i.e., while students and staff are in session including, but not limited to, special events, sporting events, extra school duties at the discretion of the Clayton Borough Chief of Police) per school year (i.e., September through June) in the Clayton School District Schools.
5. The Chief of the Clayton Police Department will work, in conjunction with the Superintendent of the Clayton School District to determine and set the hours and duties and responsibilities of the Class III School Resource Officer(s).
6. Clayton shall be paid directly by the School Board for the financial contribution towards the Class III School Resource Officer(s).
7. Upon resignation or termination of a Class III School Resource Officer, Clayton will reimburse the School Board on a prorated basis for payments made for services not rendered.

## **B. TERM OF AGREEMENT**

1. The term of this Shared Services Agreement (Term) shall be from January 1<sup>st</sup> to December 31<sup>st</sup> and commence upon the execution by the parties of this Agreement.

2. The term of this Shared Services Agreement shall automatically renew for a one (1) year term on January 1<sup>st</sup> unless terminated by either Party, in writing, ninety (90) days prior to the end of the current term.

## **C. INDEMNIFICATION**

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 BOROUGH OF CLAYTON:

Christine Newcomb, Municipal Clerk  
Borough of Clayton  
125 N. Delsea Drive  
Clayton, New Jersey 08312

If to the CLAYTON BOARD OF EDUCATION

Nikolaos Koutsogiannis, Superintendent  
Clayton Board of Education  
350 E. Clinton Street  
Clayton, New Jersey 08312

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 28<sup>th</sup> day of March, 2019, 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.

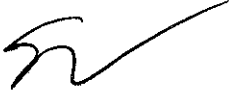
**G. SIGNATURES**

**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:**

  
Christine Newcomb, Municipal Clerk

**BOROUGH OF CLAYTON**

By:   
Thomas Bianco, Mayor

**ATTEST:**

**CLAYTON BOARD OF EDUCATION**

France Aden  
Board Secretary

**By:**

Nikolaos Koutsogiannis  
Superintendent