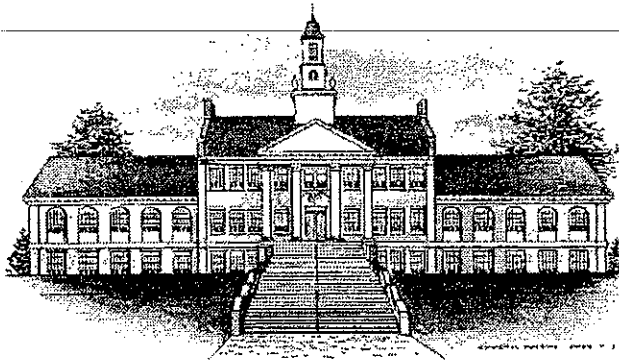




Regular meetings of Township Committee
2nd and 4th tuesday of each month at 7:30 P.M.
at the Municipal Building
1976 Morris Avenue



EILEEN BIRCH, RMC, CMC
TOWNSHIP CLERK

ANTOINETTE KIELWASSER
ASSISTANT MUNICIPAL CLERK

MUNICIPAL BUILDING
P.O. BOX 3609
UNION, NEW JERSEY 07083-1894
PHONE: (908) 851-8501
FAX: (908) 851-4679

TOWNSHIP OF UNION
IN THE COUNTY OF UNION

December 7, 2016

Township of Union Public Schools
Administration Office
2369 Morris Avenue
Union, NJ 07083-5712
Attn: Gregory Brennan, Board Secretary/General Counsel

**Re: Interlocal Agreement- Resources Officer
Union High School -2010 - 2017**

Dear Mr. Brennan:

The Township Committee approved the above Agreement between the Township of Union and Township of Union Board of Education at their Meeting of December 6, 2016. (see attached Resolution 2016-368) **Please sign and return two (2) executed copies once all signatures are obtained.**

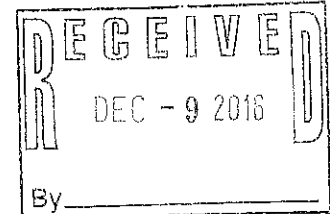
Thank you.

Very truly yours,

Eileen Birch
Township Clerk

EB/ma
enclosure
cc:

Daniel Zieser, Police Director



SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement (the "Agreement") is made as of the ___ day of _____, 2016, by and between **UNION TOWNSHIP BOARD OF EDUCATION**, whose address is 2369 Morris Avenue, Union, New Jersey 07083 ("Board") and **TOWNSHIP OF UNION**, whose address is 1976 Morris Avenue, Union, New Jersey 07083 ("Township").

WHEREAS the Township has provided the Board with a School Resources Officer ("SRO") for the 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, and 2015-2016 school years; and

WHEREAS for the 2010-2011, 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years there was no written agreement setting forth the understanding of the Board and Township as to the Township providing an SRO for the listed school years; and

WHEREAS for the 2015-2016 school year there is no written agreement setting forth the understanding of the Board and Township as to the Township providing an SRO;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **2010-2011, 2011-2012, 2012-2013, 2013-2014, and 2014-2015 School Years**

In consideration of the Township providing to the Board a SRO for the 2010-2011, 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years, the Board shall pay the Township the amount of \$150,000.00 under the following payment schedule:

<u>Number</u>	<u>Amount</u>	<u>Due Date</u>
1	\$ 50,000.00	December 31, 2016
2	\$ 50,000.00	December 31, 2017
3	\$ 50,000.00	December 31, 2018

For all of the payments set forth, Township agrees to provide a fully-executed official Board voucher.

2. **2015-2016 School Year**

In consideration of the Township providing to the Board a SRO for the 2015-2016 school year, the Board has previously paid the Township the amount of \$44,597.00.

3. **2016-2017 School Year**

In consideration of the Township providing to the Board a SRO for the 2016-2017 school year, the Board agrees to pay the Township the amount of \$40,000 with payment to be made no later than July, 2017, upon submission by the Township of a fully-executed Board voucher. Township further agrees to provide the Board with an insurance certificate naming the Board as an additional insured under the Township's casualty and liability insurance policy.

4. **Indemnification**

The Township agrees that the Board shall not be liable for any damage or injury resulting from any act or omission on the part of the Township or its employees, agents, licensees, invitees, or participants excepting any damage or injury caused by the acts or omissions of the Board or its employees, agents, licensees, or invitees. The Township agrees to defend the Board in, from, and on account of any suit, action, proceeding, or cause, in law or equity, and to indemnify Board and hold it harmless from and against any suit, action, proceeding, cause, judgment, liability, damages, or other expense of any nature, including but not limited to court costs and reasonable attorneys' fees, resulting from any and all claims brought against the Board or its employees, agents, licensees, invitees or students arising out of or related in any manner to the SRO provided by the Township, excepting that such indemnification shall not apply to any claims or losses caused by the acts or omissions of the Board or its employees, agents, licensees, or invitees.

5. **Entire Agreement**

This Agreement contains the sole and entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior and contemporaneous agreements, negotiations, promises or understandings between the parties, whether oral or written, relating to the subject matter hereof. The parties acknowledge and agree that they have not made any representations with respect to the subject matter of this Agreement, or any representations inducing the execution and delivery hereof except for such representations as are specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WITNESS:

UNION TOWNSHIP BOARD OF EDUCATION

Board Secretary

By: _____

Name: _____

Title: _____

WITNESS:

TOWNSHIP OF UNION

Eileen Birch

EILEEN BIRCH, TOWNSHIP CLERK

By: *Manuel Figueiredo*

Name: MANUEL FIGUEIREDO

Title: MAYOR

RESOLUTION

WHEREAS, the Governing Body of the Township of Union (the "Township") and the Board of Education (the "Board") are desirous of entering into a contract for the joint provisions of services pursuant to N.J.S.A. 40A:48-5 and N.J.S.A. 40:4A-1 et. seq.; and

WHEREAS, pursuant to the attached contract for a School Resource Officer, appended hereto and made a part hereof, the Board and the Township have listed, in detail, all provisions applicable to this agreement for the school years September 2010 - June 2017.

NOW, THEREFORE, BE IT RESOLVED by the Township committee of the Township of Union in the County of Union hereby approves the attached Contract for a School Resource Officer and that the Board President and the Board Secretary are hereby authorized and directed to execute such agreement.

I, Eileen Birch, Clerk of the Township of Union, in the County of Union, do hereby certify that the above is a true copy of Resolution No. 2016-368, passed at a regular meeting of the Township Committee of said Township held on the 6th day of December, 2016.

In Witness Whereof, I have hereunto set my hand and seal of the Township of Union this 7th day of December, 2016.



Eileen Birch, Township Clerk

Approved as to form by:
Daniel Antonelli, Township Attorney