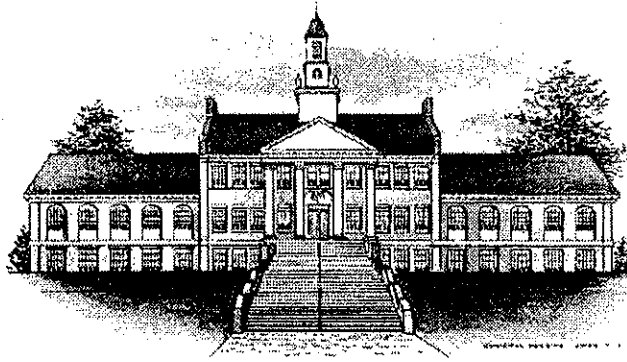


014



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

October 28, 2015

Board of Education  
Administration Building  
2369 Morris Avenue  
Union, NJ 07083  
Attn: Manuel Vieira, Interim Board Secretary

**Re: INTERLOCAL AGREEMENT-RESOURCE OFFICER  
UNION HIGH SCHOOL**

Dear Manuel:

The Township Committee authorized the Joint Provision of Services for a Resource Officer at Union High School at their meeting of October 27, 2015. Enclosed you will find two copies of the agreement for your signature and Resolution 2015-331, which authorizes same.

**Please return an executed copy for our files.**

Thank you.

Very truly yours,

Eileen Birch  
Township Clerk

EB/ma  
enclosure

THIS INTERLOCAL SERVICES AGREEMENT, made this 27<sup>th</sup> day of OCTOBER, 2015 (the "Agreement") by and between the Township of Union, a municipal corporation in the State of New Jersey with offices located at 1976 Morris Avenue, Union, New Jersey 07083 (the "Township") and Township of Union Board of Education, a public agency in the State of New Jersey with offices located at 2369 Morris Avenue, Union, New Jersey 07083 (the "Board").

WITNESSETH:

WHEREAS, the Township and the Board wish to encourage inter-municipal cooperation and planning in the utilization of a School Resource Officer; and

WHEREAS, the Township and the Board recognize that interlocal government services agreements may yield certain economies and efficiencies to the residents of the Township in the joint purchase and pooling of resources; and

WHEREAS, the Township and the Board recognize that the residents of the Township will benefit from a coordinated approach in the purchase and utilization of common resources; and

WHEREAS, the Township and the Board are prepared to enter into such an Agreement at the current time; and

WHEREAS, *N.J.S.A. 40:48-5* authorizes a municipality to contract with any public or private entity, for the provision of any service with the municipality itself could provide directly; and

WHEREAS, *N.J.S.A. 40:4A-1, et seq.* the Interlocal Services Act, provides a mechanism for making such contracts between public agencies; and

WHEREAS, the Township and the Board have both respectively passed a resolution authorizing an Interlocal Services Agreement for the provision of inter-municipal cooperation and planning in the purchase and utilization of a School Resource Officer (SRO); and

WHEREAS, the Township and the Board have each duly authorized their respective proper officials to enter into and execute this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

## ARTICLE I – SCOPE

Section 1.01. General Provisions. This Agreement shall set forth the general shared service categories by and between the Township and the Board to establish inter-municipal cooperation in the provision of various services and supplies.

Section 1.02. Duties of the Township. The Township shall employ, assign and compensate one (1) uniformed police officer to provide full-time services as a SRO to Union High School.

Section 1.03. Duties to the Board. The Board shall pay to the Township one-half (1/2) of the annual salary of the officer so assigned.

Section 1.04. Duration of the Agreement. This agreement shall be in force for the period of September 1, 2015 – June 30, 2016.

## ARTICLE II – MISCELLANEOUS

Section 2.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02. Headlines. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 2.03. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

Section 2.04. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05. Execution of Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the Township and the Board and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the Township and the Board have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

TOWNSHIP OF UNION

By: Eileen Birch  
Eileen Birch  
Township Clerk

By: Manuel Figueiredo  
Manuel Figueiredo  
Chairman of the Township Committee

[SEAL]

ATTEST:

TOWNSHIP OF UNION  
BOARD OF EDUCATION

By: \_\_\_\_\_  
Manuel Vieira  
Board Secretary

By: \_\_\_\_\_  
David Arminio  
President

[SEAL]

## 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.

**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 contract.

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. 2015-331, passed at a regular meeting of the Township Committee of said Township held on the 27<sup>th</sup> day of October, 2015.

In Witness Whereof, I have hereunto set my hand and seal of the Township of Union this 27<sup>th</sup> day of October, 2015.



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Eileen Birch, Township Clerk

Approved as to form by:  
Daniel Antonelli, Township Attorney