

INTERLOCAL SERVICES AGREEMENT

BY AND BETWEEN

THE BOARD OF EDUCATION OF THE TOWNSHIP OF DEPTFORD IN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF DEPTFORD, IN THE COUNTY OF GLOUCESTER FOR THE PURPOSE OF SHARING THE COST OF A SCHOOL RESOURCE OFFICER FOR THE DEPTFORD TOWNSHIP HIGH SCHOOL

PREAMBLE

Whereas, pursuant to the requirements of the "Interlocal Services Act," N.J.S.A. 40:A-1 *et seq.* (hereinafter referred to as the "Act"), The Board of Education of the Township of Deptford in the County of Gloucester, New Jersey (the "Board"), and the Township of Deptford, in the County of Gloucester, New Jersey (the Township") are hereby authorized to enter into this Interlocal services agreement (hereinafter referred to as the "Agreement") with each other, and such Agreement is dated as of March 3rd , 2008; and

Whereas, the Board and the Township are sometimes referred to herein as the "Party"; and

Whereas, there is a need for the services of a school resource officer at the Deptford Township High School; and

Whereas, the Township's Police Department has officers with such background and training; and

Whereas, the Board now wishes to share the services of a school resource officer with the Township's Police Department; and

Whereas, the Board requires the services of a school resource officer 75% of such an employee's work day and the Township requires the service of such an employee for 25% of the employee's work day; and

Whereas, the Township's Police Department has determined that the 2008-2009 annual salary and benefits for a school resource officer is \$83,792.35;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TOWNSHIP OF DEPTFORD IN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF DEPTFORD, IN THE COUNTY OF GLOUCESTER, as follows:

Section 1. The Township will make available a qualified employee from the Deptford Police Department to serve in the capacity as a school resource officer for both the Township and the Board's Deptford High School.

Section 2. The Board hereby agrees to contribute 75% of the annual salary and benefits of the school resource officer to be hired by the Township's Police and benefits of the school resource officer to be hired by the Township's Police Department in exchange for receiving that employee's services for 75% of his or her work day.

Section 3. The parties also agree that the school resource officer will be available to the Deptford Township High School from September 1, 2008 to June 30, 2009.

Section 4. The Board Hereby agrees to pay its share of the school resource officer amount of \$62,884.26 which is the pro-rated amount of 75% of such officer's annual salary and benefits, on a monthly basis, or more frequently, if necessary.

Section 5. The Township hereby agrees that the school resource officer will be assigned to the Deptford Township High School at least 75% of such employee's work day.

Section 6. To the extent and subject to limits permitted by applicable laws of the State of New Jersey as in effect from time to time during the term of this Agreement, each Party shall indemnify and save harmless the other Party and its agents, employees, officers and directors from and against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses (including but not limited to reasonable attorneys' fees) that each Party may incur or be

subject to as a consequence, directly or indirectly, of any breach, non-performance, or negligent act by any Party (Hereinafter referred to in this subsection only as the "Negligent Party") of its obligations under this Agreement, in connection with such performance or non-performance, or the possession, operation.

The Negligent Party shall reimburse the non-breaching or non-negligent Party for all losses, costs, charges, and expenses (including reasonable attorneys' fees) that the non-breaching or non-negligent Party may incur or be subject to as a consequence, directly or indirectly, of involvement in any legal proceeding or action relating to the foregoing. All amounts which become due under this sub-section shall be payable by the Negligent Party within thirty (30) days following a demand by the non-breaching or non-negligent Party and shall survive the termination or expiration of this Agreement.

Section 7. The Board and the Township both reserve the right to terminate this Agreement, at any time, by providing the appropriate written notice to the School Business Administrator/Board Secretary in the case of the Township terminating and to the Clerk in the case of the Board terminating this Agreement.

Section 8. This Agreement, when executed, shall constitute the entire understanding between these parties with respect to the subject matter hereof and may not be amended except in writing signed by the parties to this Agreement.

Section 9. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Interlocal Services Agreement has been executed by each of the parties on the date set forth above.

**THE BOARD OF EDUCATION OF
THE
TOWNSHIP OF DEPTFORD, IN THE
COUNTY OF GLOUCESTER, NEW**

JERSEY

ATTEST:

By: -

William R. Elenbark, Board President

Kenneth L. Kling, Board Secretary

**TOWNSHIP OF DEPTFORD, IN THE
COUNTY OF GLOUCESTER, NEW**

JERSEY

ATTEST:

By: Paul Medany, Mayor

Dina Zawadski, Township Clerk

CERTIFICATION

That the foregoing Resolution was duly adopted at a regular meeting of the Township Council of the Township of Deptford held on the 3rd day of March 2008 at the Municipal Building 1011 Cooper Street, Deptford, NJ 08096.

DINA L. ZAWADSKI, TOWNSHIP CLERK