

**ADDENDUM "A" TO THE 2018 SHARED SERVICES AGREEMENT BETWEEN  
THE LINDEN BOARD OF EDUCATION AND THE CITY OF LINDEN FOR THE  
PROVISION OF SPECIAL LAW ENFORCEMENT OFFICERS**

This Addendum to a Shared Services Agreement made this 27<sup>th</sup> day of July, 2023, between the Linden Board of Education, which has offices located at 2 E. Gibbons Street, Linden, New Jersey 07036 (hereinafter referred to as the "Board"), and the City of Linden, with principal offices located at 301 North Wood Avenue, Linden, New Jersey 07036 (hereinafter referred to as the "City"), shall be attached to the Shared Services Agreement between the Board and the City for the provision of Special Law Enforcement Officers, dated October 30, 2018.

**WITNESSETH:**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits, authorizes and encourages public bodies such as municipalities and local public school districts to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction, whether administrative, educational, instructional or otherwise; and

WHEREAS, in accordance with N.J.S.A. 40A:14-146.10 et seq., a local unit may, as it deems necessary, appoint special law enforcement officers to perform those duties and responsibilities permitted by local ordinance or resolution; and

WHEREAS, N.J.S.A. 40A:14-146.11 authorizes the appointment of "Class Three" Special Law Enforcement Officers ("SLEO") to exercise full powers and duties of permanent police officers while providing security at a public school during such times as school is normally in session and occupied by students and teaching staff members; and

WHEREAS, that Shared Services Agreement had a term of one year, commencing on July 1, 2018 and ending on June 30, 2019; and

WHEREAS, that Shared Services Agreement automatically renewed for a five year term at the conclusion of the initial one year term; and

WHEREAS, the fifth and final year of the renewal shall run from July 1, 2023 through June 30, 2024; and

WHEREAS, the Board and the City believe that a written addendum to that Shared Services Agreement for the final year (July 1, 2023 through June 30, 2024) is necessary to appropriately modify and specify the compensation that the City shall receive for the daily assignment of one SLEO to each of the following buildings:

- A. Linden High School;

- B. McManus Middle School;
- C. Soehl Middle School; and
- D. School No. 2.

NOW, THEREFORE, based on the foregoing premises and the mutual provisions and covenants contained herein, the parties agree as follows:

1. SECTION FIVE -- BUDGET

Section Five, as well as Exhibit A, of the Shared Services Agreement between the Board and the City, dated October 30, 2018, shall be eliminated in their entirety.

2. COMPENSATION

The Board shall pay the City \$40 per hour for each SLEO assigned of the 4 SLEOs assigned to the 4 schools listed above and in Section 2 of the Shared Services Agreement.

The Board shall not be responsible for, and shall not owe the City or any other entity, and additional compensation, fees, costs or benefits in connection with the provision of the SLEOs to the Board.

3. REMAINDER OF AGREEMENT

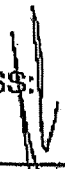
There are no other changes to the Shared Services Agreement dated October 30, 2018, and all of the other terms and conditions set forth therein shall remain in effect through June 30, 2024, unless the Shared Services Agreement is terminated early pursuant to Sections Seven or Eight of the Shared Services Agreement.

4. MODIFICATION CLAUSE

The terms and conditions of this Employment Contract shall not be modified except by the written consent of both Parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Contract shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands or caused these presents to be signed by their proper corporate officers.

WITNESS:

  
\_\_\_\_\_  
John A. Serapiglia, Jr.  
Business Administrator  
Board Secretary

Dated: July 27, 2023

LINDEN BOARD OF EDUCATION

By:   
\_\_\_\_\_  
Dr. Marlene Berghammer  
Board President

Dated: July 27, 2023

By:   
\_\_\_\_\_  
Newark Amato  
City of Linden

Dated: 8-9- \_\_\_\_\_, 2023

**RESOLUTION APPROVING ADDENDUM "A" TO THE SHARED SERVICES AGREEMENT  
BETWEEN THE LINDEN BOARD OF EDUCATION AND THE CITY OF LINDEN FOR THE  
PROVISION OF SPECIAL LAW ENFORCEMENT OFFICERS**

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1, et seq.*, permits, authorizes and encourages public bodies such as municipalities and local public school districts to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction, whether administrative, educational, instructional or otherwise; and

WHEREAS, in accordance with *N.J.S.A. 40A:14-146.10, et seq.*, a local unit, may as it deems necessary, appoint special law enforcement officers to perform those duties and responsibilities permitted by local ordinance or resolution; and

WHEREAS, *N.J.S.A. 40A:14-146.11* authorizes the appointment of "Class Three" Special Law Enforcement Officers ("SLEO") to exercise full powers and duties of permanent police officers while providing security at a public school during such times as school is normally in session and occupied by students and teaching staff members; and

WHEREAS, the City of Linden adopted resolution 2018-369 entering into a shared services agreement with the Linden Board of Education for the employment of Special Law Enforcement Officers; and

WHEREAS, the City and the Board believe that a written addendum to that Shared Services Agreement for the final year (July 1, 2023 through June 30, 2024) is necessary to appropriately modify and specify the compensation that the City shall receive for the daily assignment of SLEO's; and

WHEREAS, it has been determined that the Board of Education shall pay the City \$40.00 per hour for each SLEO assigned to the four (4) schools listed in the original agreement; and

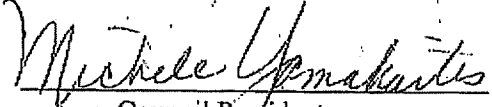
WHEREAS, there are no other changes to the Shared Services Agreement dated October 30, 2018, and all of the other terms and conditions set forth therein shall remain in effect through June 30, 2024.

**NOW THEREFORE BE IT RESOLVED**, that the Council of the City of Linden authorize the Mayor and City Clerk to enter into Addendum "A", in a form similar to hereto attached, with the Linden Board of Education for the aforementioned services; and


**BE IT FURTHER RESOLVED**, that a duly executed copy of this Resolution be forwarded to the Linden Board of Education; and

**BE IT FURTHER RESOLVED**, that this resolution be published and take effect pursuant to law.

PASSED: September 19, 2023

  
Council President

APPROVED: September 20, 2023

  
Mayor

ATTEST: