

14. WHEREAS, the Linden Board of Education (the "Board") offers Linden High School students the opportunity to play a variety of sports and participate in a wide range of activity; and

WHEREAS, the both the Board and the City of Linden ("City") seek to ensure a safe and organized environment for Linden students, staff, residents and visitors to watch, cheer and support Linden students as they participate in these sports and activities; and

WHEREAS, both the Board and the City believe that the presence of Linden Police Officers at Linden High School Varsity Football and Basketball home games will enhance the safety, security and organization of those events; and

WHEREAS, the Board and the City now enter this Memorandum of Agreement to set forth terms agreed to by each party to facilitate the assignment of Linden Police Officers to Linden High School Varsity Football and Basketball home games, as follows:

Term: This agreement shall run from the date of execution through June 30, 2025. The agreement shall automatically expire on June 30, 2025.

Services to be provided by the City: The City shall provide 8-10 Linden Police Officers to be present at each Linden High School Varsity Football and Basketball home game played in the 2024-2025 school year.

The assigned officers shall report for the duty at the site of the game 60 minutes before the game starts and remain until 60 minutes after the game.

Obligations of the Board: The Board shall provide the Linden Police Department with a schedule of the Linden High School Varsity Football and Basketball home games for the 2024-2025 school year. If the schedule is changed or modified, the Board will exercise reasonable efforts to provide the Linden Police Department with at least 48 hours' notice of the scheduling change.

Obligations of the City: The City shall provide the Board's business administrator with an estimate of the cost to the City to provide the services set forth in Paragraph 2. That estimate shall be provided in writing. The Board shall then respond in writing that it accepts the cost estimate and will reimburse the City for its cost to provide the service set forth in Paragraph 2, or to decline those services. The Board's response should be in writing and, where possible, at least one (1) week in advance of the event for which it seeks coverage from the Linden Police Department.

Financial Agreement: The Board agrees to reimburse the City for the costs the City incurs in providing the services set forth in Paragraph 2. The City's costs shall be calculated as follows:

14. Continued:

The City will provide the Board with an itemized invoice for the services provided. If the Board has no issues with the invoice, the invoice should be approved by the Board at the first Board meeting subsequent to receipt of the invoice.

Employment Status: It is expressly agreed and acknowledged that the Linden Police Officers assigned to perform services pursuant to Paragraph 2 are not employees of the Board. The Board is not required to pay, or make any contributions to any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, pension or any other employee benefit for the Linden Police Officers assigned to perform services pursuant to Paragraph 2 of this Agreement.

Autonomy: Except as otherwise provided in this Agreement, the City will have full control over working methods and decision making in relation to provision of the services set forth in Paragraph 2 of this Agreement. The assigned Police Officers will work autonomously and not at the direction of the Board. However, the City and the assigned officers will be responsive to the reasonable needs and concerns of the Board.

Indemnification: To the extent permitted by applicable law, each party agrees to indemnify and hold the other party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns, harmless against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

15. Approve the proposal from GPC, Inc of Millburn, NJ to patch and paint the three renovated science rooms at School 6 (Room 206, 208 & 209) under the Hunterdon County Co-op #HSESC-SER-20E at a cost of \$11,785.25, to be charged to Acct. #12-000-400-450-00-000-02.
16. Approve the Business Office to put out a bid for MacBook and iPad repairs.

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE LINDEN BOARD OF EDUCATION AND THE CITY OF LINDEN REGARDING THE ASSIGNMENT OF LINDEN POLICE OFFICERS TO SPORTING EVENTS

WHEREAS, the Linden Board of Education offers Linden High School students the opportunity to play a variety of sports and participate in a wide range of activity; and

WHEREAS, both the Board and the City of Linden seek to ensure a safe and organized environment for Linden students, staff, residents and visitors to watch, cheer and support Linden students as they participate in these sports and activities; and

WHEREAS, both the Board and the City believe that the presence of Linden Police Officers will enhance the safety, security and organization of those events; and

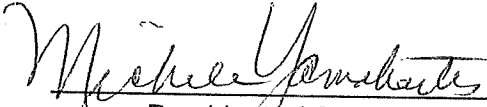
WHEREAS, a Memorandum of Agreement setting forth the terms and conditions for the assignment Linden Police Officer to Linden High School Varsity Football and basketball home games; and

WHEREAS, it has been determined that it is in the best interest of the City of Linden to enter into the aforesaid Memorandum of Agreement with the Linden Board of Education; and


WHEREAS, the execution of such an agreement needs the consent of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINDEN, that it authorizes said agreement with the Linden Board of Education, attached hereto as Exhibit A, and that the Mayor and City Clerk are hereby authorized to sign said Memorandum of Agreement between the City of Linden and the Linden Board of Education.


PASSED:


President of Council

APPROVED:


Mayor

ATTEST:


City Clerk

SHARED SERVICES AGREEMENT

This Agreement is made on this 30th day of Oct, 2018, between the **BOARD OF EDUCATION OF THE CITY OF LINDEN**, a board of education organized and existing pursuant to Title 18A:10-1 *et seq.*, of the laws of the State of New Jersey, with principal offices located at 2 East Gibbons Street, Linden, New Jersey 07036, (hereinafter referred to as "Board"), and the **CITY OF LINDEN**, in the County of Union, a body corporate and politic created under the laws of the State of New Jersey, with principal offices located at 301 North Wood Avenue, Linden, New Jersey 07036, (hereinafter referred to as "City").

RECITALS

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, in recognition of the heightened need to secure the safety and welfare of students and staff members attending public schools, the Board and the City wish to enter into this agreement for the provision of the services of SLEOs for the safety and protection of the Linden Public Schools (the "Schools"); and

WHEREAS, the parties have the necessary funds available to utilize in the planning, development, staffing and supplying of SLEOs for the safety and protection of the students and staff of the Schools;

WHEREAS, the parties contemplate that no services shall be otherwise provided pursuant to this Agreement, except in accordance with applicable federal, state, and local laws and regulations governing the provision of educational and related services.

The parties therefore agree as follows:

**SECTION ONE
DURATION**

A. DURATION OF AGREEMENT AND RIGHT OF CANCELLATION

1. This Agreement shall be effective for an initial period of one (1) year, commencing on July 1, 2018 and ending on June 30, 2019.
2. This Agreement shall automatically renew for a five (5) year terms in accordance with the same terms and conditions, unless one or both parties exercise its right to request to renegotiate/expand or terminate the Agreement in writing not later than four (4) months prior to the end of the first term of the Agreement.
3. Cancellation shall also be subject to the provisions of Section Eight.

B. DEFINITIONS

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used:

1. "Agreement" shall refer to the within Uniform Shared Services Agreement executed by the Board of Education of the City of Linden and the City of Linden.
2. "Board" shall refer to the Board of Education of the City of Linden.
3. "City" shall refer to the City of Linden.
4. "Chief of Police" shall refer to the Chief of Police for City of Linden's Police Department.
5. "Police Department" shall refer to the City of Linden's Police Department.
6. "SLEO" shall mean Special Law Enforcement Officer, Class III.
7. "Superintendent" shall refer to the Chief School Administrator of the City of Linden Public School District.

**SECTION TWO
SERVICES IN GENERAL**

A. GOALS AND OBJECTIVES

It is understood and agreed that the Board and the City share the following goals and objectives with regard to the provision of the SLEO III Program in the Schools:

1. Provide for the safety security and welfare of students, staff members, and visitors.
2. Enhance building security.
3. Foster educational programs and activities that will increase students' knowledge of and respect for the law, and function of law enforcement officers.
4. Act as a deterrent for disruptions to the educational environment, flagrant disorderly conduct, and criminal activity.
5. Act swiftly and cooperatively when responding to disruptions and criminal offenses at school, such as: disorderly conduct by trespassers, possession/use of weapons on campus, sale/distribution of controlled dangerous substances, and any acts of violence.
6. Report crimes that occur on campus and cooperate with other law enforcement officials in the investigation of crimes that occur on and off campus.

B. EMPLOYMENT

1. The SLEOs are solely and exclusively employees of the City and shall be subject to the administration, supervision, and control of the Police Department/Police Chief.
2. The City shall be responsible for establishing and paying the salary of all SLEOs in accordance with the Department's policies, procedures, and applicable contracts and/or ordinances. More specifically, the City be responsible for salaries, payroll and other taxes, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each City employee assigned to the Board as a SLEO.
3. As retired law enforcement officers, SLEOs shall not be eligible to receive paid health benefits (from the City and/or the Board) and shall not be eligible for enrollment in the New Jersey Public Employment Pension System.
4. In entering into and complying with this Agreement, the City is at all times providing SLEO services through police personnel as independent contractors. Nothing in this Agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Board.
5. The City shall be solely responsible for hiring, disciplining, and terminating the SLEOs assigned to work in the Linden Public Schools; however, the Superintendent or his/her designee shall be included on the interview committee for all SLEOs assigned to the Schools and shall have input regarding the

assignment, discipline or discharge of the SLEOs. The final decision regarding all such employment decisions shall vest with the Chief of Police.

6. The Superintendent/Board shall have the right to request the immediate removal of any SLEO who fails to properly discharge his/her duties or acts in a manner that is antithetical to the efficient and effective operation of the District as determined by the Superintendent. The Chief shall not arbitrarily unreasonably deny the request.
7. If a SLEO is removed in accordance with Paragraph 6 above, the City shall take action to replace the SLEO. The Superintendent shall be included on the interview committee for any replacement SLEO.

C. STAFFING AND ASSIGNMENT

1. The City shall provide for the daily assignment of one (1) SLEO to each of the following buildings:
 - a. Linden High School
 - b. McManus Middle School
 - c. Soehl Middle School
 - d. School No. 2
2. Building assignments shall be made within the discretion of the Chief of Police with input from the Superintendent (or his/her respective designees). SLEOs may be reassigned to different schools and different hours depending on the School, specific security needs, and each School's calendar of activities.
3. The City shall assign a SLEO to each of the buildings identified in subsection 1 above, for eight (8) hours per day for each day that school is in session. A SLEO shall be required to report to each designated school at least one-half hour prior to the start day of the school's scheduled start time and remain on premises at least one-half hour after the end of the scheduled school day, unless otherwise agreed by the Parties.
4. The SLEO shall not be permitted to leave his/her assigned building during the regular work day.
5. The City shall further provide the services of a SLEO for an average of 2.5 hours per week for attendance at extra-curricular activities held at the District's Schools, such as club meetings, concerts, and PTA meetings. The Chief of Police and Superintendent (or their respective designees) shall work to develop a mutually agreed upon schedule of such events.
6. In addition to the SLEOs afforded under the terms of this Agreement, the City/Department shall continue to provide for the permanent assignment of a School Resource Officer ("SRO"). However, nothing in this Agreement shall

preclude the Chief of Police from reassigning individual police officers to serve as the SRO in accordance with the discretion vested with the City/Department.

7. Additional SLEO's may be hired and assigned pursuant to a supplemental written agreement by the parties.

D. SUPERVISION

1. SLEOs are responsible for the security of his/her assigned School and shall work in cooperation with the Principal and other school officials.
2. SLEOs are employees of the City/Police Department and, therefore, are subordinate to the Chief of Police and shall follow the chain of command as prescribed by the Linden Police Department's Policies and Procedures. However, during the school day, the SLEO shall be under the reasonable direction of the Principal of the School to which the SLEO is assigned and should not refuse any reasonable request by the Principal or other school official if the duty sought to be assigned is consistent with the purposes of this Agreement and consistent with mandated by a sworn police officer.
3. SLEOs shall be responsible for complying with all Board Policies.
4. If a SLEO reasonably believes that an order or request by the building Principal or other school official is in conflict with his/her duties as a SLEO or the mission of the Department, the SLEO shall contact his/her immediate supervisor for guidance.

E. DUTIES

1. The duties and responsibilities of the SLEOs shall be determined in conjunction with the Police Chief, however, such duties shall include, but not be limited to, providing security at school activities and functions such as (a) school opening/closing; (b) student assemblies; (c) lunch; (d) recess [as applicable]; and (e) after school and evening activities and functions.
2. SLEOs shall conduct regular inspections of the School Building and monitor the hallways with an emphasis on the entrance at dismissal time, change of classes, lunch periods, and gym periods.
3. SLEOs shall be responsible for apprehending and prosecuting criminal offenders and act as a resource to the building principal in investigating criminal violations occurring on school property.
4. SLEOs shall be responsible for conducting security assessments and vulnerability studies as determined by the Chief of Police and the Superintendent.
5. SLEOs shall participate in and assist in the coordination of safety drills.

6. The SLEO may meet with the School Administration, Substance Abuse Counselors, School Disciplinarian(s), School Nurse, Security Personnel and Staff Members.
7. SLEOs may interface with students, provide mediation and intervention services, and work with students and staff to help reduce juvenile delinquency and increase student attendance rates.

F. TRAINING

1. All SLEOs shall be required to complete the 40-hours Basic Course for School Resource Officers and School Administrators, as well as periodically attend seminars, recertification courses, and in-service trainings as mandated by the Chief of Police and/or law.
2. SLEO training shall be paid for in accordance with Section Five of this Agreement.

**SECTION THREE
UNIFORMS/EQUIPMENT**

- A. SLEOs shall be required to wear the uniform selected by the Department, which shall bear the appropriate SLEO designation. Plain or tactical dress may be worn in special situations as designated by the Chief of Police.
- B. Uniforms and equipment shall be approved and supplied by the Department.
- C. Uniforms and equipment shall be paid for in accordance with Section Five of this Agreement.

**SECTION FOUR
ASSESSMENT OF PERFORMANCE**

- A. The Parties agree to provide the services and perform the duties and obligations set forth in this Agreement in a manner consistent with all relevant Federal, State and local laws and regulations, in a manner consistent with good business and administrative practices, and otherwise in a manner consistent with the policies of the City/Department and the Board.
- B. The City and the Board shall evaluate the performance of the SLEO Program. The evaluations shall be based upon the goals and objectives of the parties to provide safety and security to the students and staff of the Linden Public School District and the performance of such responsibilities by the SLEOs.

- C. If, in conducting the evaluations, the Board determines that performance is inadequate, such assessment shall be considered a default as set forth under Section 7 hereof and the Board will be entitled to terminate this Agreement upon notice as required in Section 8 hereof.

**SECTION FIVE
BUDGET**

- A. Prior to the performance of the services as set forth herein, the City will provide the Board with an accounting of all anticipated training, uniform, and equipment costs. (See attached Exhibit A for year one of the Agreement.)
- B. The City shall contribute fifty thousand dollars (\$50,000) per year towards the total costs associated with the SLEO Program.
- C. The balance of the SLEO cost (per paragraph A) shall be paid by the Board pursuant to invoices sent four (4) times per year which shall detail all SLEO services provided and expenses incurred in administering the SLEO Program. The Board shall remit payment within forty-five (45) days of receipt of the quarterly invoice.
- D. All costs associated with the SLEO program (including but not limited, SLEO salaries, uniforms, trainings, and equipment) shall be paid by the City from the monies contributed by the City and the Board.

**SECTION SIX
INDEMNIFICATION**

- A. In performing its duties under this Agreement, the Board shall not be liable for any loss incurred by the City that is attributable to a mistake in judgment or other action or omission made in good faith by the Board, unless such loss resulted from the willful or wanton misconduct or recklessness of the Board.
- B. In performing its duties under this Agreement, any staff supplied by the City shall not be liable for any loss incurred by the Board that is attributable to a mistake in judgment or other action or omission made in good faith by the staff of the City, unless such loss resulted from the willful or wanton misconduct or recklessness of the City or any Staff employed by the City.
- C. The Board shall be responsible for and indemnify, defend and hold harmless the City against any and all claims, demands, liabilities, including legal fees, costs and expenses arising out of or incidental to the Board's activities, actions or omissions, whether negligent, reckless, careless or willful, or those of its agents, staff members, employees or students, in connection with this Agreement, and will be responsible for all costs, losses

or expenses, including attorney fees, arising therefrom. Should the City be required to defend itself against any claims arising in connection with this Agreement, the City may select counsel of its choice.

- D. The City shall be responsible for and indemnify, defend and hold harmless the Board and the Linden Public School District against any and all claims, demands, liabilities, including legal fees, costs and expenses arising out of or incidental to the City's activities, actions or omissions, whether negligent, reckless, careless or willful, or those of its agents, staff members, or employees, in connection with this Agreement, and will be responsible for all costs, losses or expenses, including attorney fees, arising therefrom. Should the Board be required to defend itself against any claims arising in connection with this Agreement, the Board may select counsel of its choice.
- E. The City shall provide insurance coverage as set forth immediately herein below. The City shall furnish to the Board, a Certificate of such insurance coverage containing a thirty (30) day advance cancellation clause; and which said coverage shall name the Board as an additional insured for the City:
 - 1. All SLEOs shall be fully and properly insured for Workers' Compensation coverage as required by the laws of the State of New Jersey.
 - 2. Comprehensive General Liability Insurance coverage in the amount of \$2,000,000.00 aggregate combined single limit bodily injury and property damage, including personal liability covering the risk of false arrest, false imprisonment, and malicious prosecution, defamation of character, libel and slander.

SECTION SEVEN DEFAULT

The following events shall constitute default of this Agreement:

- A. Failure of either party to pay its required contribution towards the SLEO Program when that amount that becomes due under this Agreement;
- B. The assessment by the Board, as set forth under Section Four hereunder, that the services provided by the SLEOs do not adequately meet the needs of the Board.
- C. Failure of either party to perform or fulfill any other covenants or conditions set forth in this Agreement, when such failure continues for a period of thirty (30) days after receipt of written notice of such failure from the non-defaulting party.

SECTION EIGHT TERMINATION

- A. In the event of default as defined in Section Seven of this Agreement, the non-defaulting party may serve upon the defaulting party a written notice of its intent to terminate this

Agreement and demand that the defaulting party cure such default within sixty (60) days from the date of such written notice. If the defaulting party cures the default within sixty (60) days from the date of such notice, then the notice of intent to terminate shall have no force or effect. If, however, the defaulting party has not cured the default by the end of the sixty-day period, after the expiration of the sixty (60) day period, the non-defaulting party may serve upon the defaulting party written notice of the former party's intent to terminate this Agreement upon the expiration of ten (10) days from the date of such written notice. At the expiration of the ten (10) day period, the Agreement shall terminate.

- B. On termination of this Agreement, each of the parties hereto shall promptly pay to the other party any unpaid expenses or other sums due under this Agreement.
- C. The rights granted pursuant to this Section Eight are in addition to any other rights and remedies for breach of contract available to the non-defaulting party at law or in equity.
- D. In the event of a desire of either party to terminate this Agreement for reasons other than default as set forth in Section Seven hereof, written notice of such termination must be given ninety (90) days in advance of the termination date.

SECTION NINE NOTICE

- A. All notices, request, or approvals required or permitted under this Agreement shall be in writing and shall be deposited in the United States mail, postage prepaid, and shall be registered or certified or may be provided via personal service or via Federal Express or other recognized national overnight mail carrier.
- B. If intended for the Board of Education, such correspondence shall be sent to the Board President and Board Secretary of the Board at 2 East Gibbons Street, Linden, NJ 07036. If intended for the City, all such correspondence shall be sent to the Council President, City Attorney and City Clerk, located at 301 North Wood Avenue, Linden, NJ 07036.
- C. A change in address must be noticed in the manner set forth in this Section. Any notice, request or approval required or permitted shall be deemed given and received by the addressee on the third business day after mailing or upon delivery, if personally delivered or sent by overnight carrier.

**SECTION TEN
MISCELLANEOUS**

A. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey.

B. RESOLUTION OF DISPUTES

Should any bona fide dispute arise between the parties with respect to any of the terms and conditions hereunder, such bona fide dispute shall be presented to the New Jersey State Board of Mediation for mediation. The parties agree that every best effort shall be made by both parties to resolve any and all disputes prior to mediation and, if no resolution is reached, the dispute shall be presented to mediation. In the event mediation fails, all disputes arising under this Agreement shall be subject to binding arbitration.

C. WAIVER

A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

D. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement supersedes any and all prior or other oral or written agreements between the Parties. This Agreement may be altered, modified, or amended only in writing executed by both of the Parties hereto. This Agreement contains the entirety of the Agreement between the Parties and there are no other oral agreements or presentations binding the Parties.

E. SEVERABILITY

If any provision of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected.

SECTION THIRTEEN
SIGNATURES

The parties agree that this Agreement may be signed and executed in counterpart, and that the failure of the parties to be mutually present during such signing or execution, or that the failure of all parties' signatures to appear on the same original of the Agreement, shall not be construed as taking from the validity and effect of same.


The parties executed this Agreement on this 30th day of October, 2018.

Attest:

LINDEN BOARD OF EDUCATION



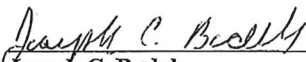
Kathleen A. Gaylord
Board Secretary

By: 

Raymond Topoleski
Board President

Attest:

CITY OF LINDEN



Joseph C. Bodek
City Clerk

By: 

Jorge Alvarez
Council President