

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement (the "Agreement") is made as of the ___ day of __, 2018, 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 prior school years; and

WHEREAS, for the parties wish to enter into a SRO Agreement for the 2018/2019 school year;

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 \$50,000.00 (\$100,000 has been previously paid) under the following payment schedule:

| <u>Number</u> | <u>Amount</u> | <u>Due Date</u> |
|---------------|--------------------|-------------------|
| 1 | \$50,000.00 (Paid) | December 31, 2016 |
| 2 | \$50,000.00 (Paid) | 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. 2018-2019 School Year

In consideration of the Township providing to the Board a SRO for the 2018-2019 school year, the Board agrees to pay the Township the amount of \$45,000.00 with payment to be made no later than July 31, 2019, 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.

3. 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.

4. 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.

Board Approved: _____, 2018