

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Roselle Board of Education COUNTY: Union

RECIPIENT: Borough of Roselle COUNTY: Union

BRIEF DESCRIPTION OF SERVICE:

Shared Service Agreement Between the Roselle Board of Education and the Borough of Roselle for the Use of the Roselle Board of Educations Coordinator of Special Programs

EFFECTIVE DATE: July 1, 2016

EXPIRATION DATE: June 30, 2017

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICE AGREEMENT BETWEEN THE ROSELLE BOARD OF
EDUCATION AND THE BOROUGH OF ROSELLE FOR THE
USE OF THE ROSELLE BOARD OF EDUCATIONS
COORDINATOR OF SPECIAL PROGRAMS**

BY THIS AGREEMENT, made as of the date listed below, by and between THE BOROUGH OF ROSELLE, ("Borough"), a municipal corporation of the State of New Jersey, having its principal offices at 210 Chestnut Street, Roselle, New Jersey; and THE BOARD OF EDUCATION OF THE BOROUGH OF ROSELLE, ("Board") a municipal corporation of the State of New Jersey, organized pursuant to N.J.S.A. 18A:1-1 et. seq., having its principal place of offices at 710 Locust Street, Roselle, New Jersey it is mutually agreed to as follows:

WHEREAS, the Borough requires the use of a person to perform the tasks of a liaison to the Roselle community at large for various Borough initiatives and programs for the benefit of the Borough's residents, and

WHEREAS, the Board employs a staff member whose position requires him to act as a liaison with the District's residents for Board's educational programs and initiatives; and

WHEREAS, N.J.S.A. 40A:65-4 et seq. allows the Borough and the Board to enter into a shared service agreement for a period of one (1) year for the Board to provide the use of the Board's staff member to act as a community liaison.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. The Board agrees to permit the Borough to utilize its staff member holding the title of District Coordinator of Special Programs to provide community liaison services and activities on behalf of the Borough during the term of this Agreement, retroactive to July 1, 2016 through June 30, 2017.
2. The Board agrees to permit the Borough to utilize said the District Coordinator of Special Programs during the term of this Agreement for a period, on average, of three and one-half (3.5) hours per day, seventeen and one-half (17.5) hours per week. It is agreed between the parties that said employee shall follow the Board's Central Office work schedule and calendar.
3. For the period of this Agreement, the Borough shall pay to the Board the sum of \$30,00.00, to be paid one-half, \$15,000.00, no later than ten days following ratification of this Agreement by the Borough and one-half, \$15,000.00 no later than January 15, 2017 upon the Board's issuance of the appropriate payment voucher.
4. For the period of this Agreement, the Borough shall reimburse to the Board the cost of the District Coordinator of Special Programs' health benefits for the term of this Agreement. The parties acknowledge that the Board is responsible for all federal and state deductions and that any contributions for health benefits recovered consistent with Chapter 78 shall be remain with the Board. The Borough shall reimburse to the Board no later than ten days following ratification of this Agreement by the Borough one-half

of the health benefit premium cost and one-half of the health benefit premium cost no later than January 15, 2017 upon the Board's issuance of the appropriate payment voucher.

5. The Borough and the Board hereby acknowledges that the District Coordinator shall abide by both the Borough's policies, rules and regulations, as well as the Board's policies, rules and regulations and that if the parties' policies differ, the Board's policies shall be applicable.
6. The obligations of this Agreement are material to the public anticipated budget revenues and expenditures of each party and neither party to this Agreement shall assign, transfer, its performance without the prior written consent of the other, then and in such event, either party may, at its option, forthwith cancel this Agreement by giving thirty (30) days written notice of same.
7. The failure of either party to insist upon strict performance of provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such performance, but shall be and remain in full force and effect.
8. This agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey. In no event shall this Agreement, or any Agreement entered into by either party in furtherance of this Agreement, including any Agreement between the Borough and any other party contracting therewith, provide for or permit arbitration of any dispute arising under any condition of this Agreement.
9. If any part of this Agreement or application thereof to any person or circumstance shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgment shall not affect, impair, or invalidate the remainder of this Agreement which is hereby declared to be severable. Moreover, to the extent necessary, this Agreement shall be reformed in accordance with the intent of this Agreement so as to permit said Agreement to continue to its expiration.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

10. Written notices or other communications given under this Agreement shall be by certified mail, returned receipt requested, addressed as follows:

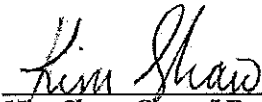
To the Board Rhonda Curry, Business Administrator
Board of Education
710 Locust Street
Roselle, New Jersey 07203

To the Borough David G. Brown, Borough Administrator
210 Chestnut Street
Roselle, New Jersey 07203

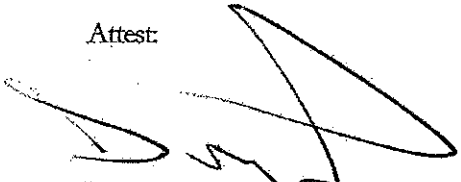
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the dates as written below.

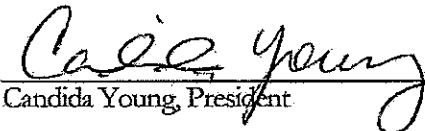
Attest: Borough of Roselle


Deputy Municipal Clerk


Kim Shaw, Council President 8-17-16
Date

Attest: Roselle Board of Education


Board Secretary
Doran Timmas


Candida Young, President 8/22/16
Date

BOROUGH OF ROSELLE



RESOLUTION NUMBER 2016-305

RESOLUTION APPROVING THE SHARED SERVICES AGREEMENT WITH THE ROSELLE BOARD OF EDUCATION FOR USE OF THE BOARD'S COORDINATOR OF SPECIAL PROGRAMS

WHEREAS, the Borough sees a need to have its community outreach efforts, centralized in order to promote efficiency and the effective direction of public services; and

WHEREAS, the Roselle Board of Education has hired an individual to serve as its Coordinator of Special Programs, whose job duties are similar to the Borough's needs; and

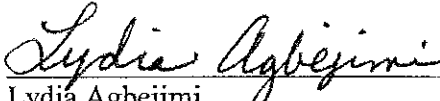
WHEREAS, shared service agreements are encouraged between public bodies to promote cost efficiency.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Roselle, County of Union, State of New Jersey that the Shared Service Agreement between the Roselle Board of Education and the Borough for the use of the Board's Coordinator of Special Programs is approved; and

BE IT FURTHER RESOLVED, that the Council authorizes and directs the Mayor, on behalf of the Municipality, to execute the Shared Service Agreement in the form annexed hereto.

I, Lydia Agbejimi, Deputy Municipal Clerk of the Borough of Roselle, in the County of Union, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Borough Council of the Borough of Roselle, County of Union, State of New Jersey at a Regular meeting of said Council held July 20, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Borough of Roselle in the County of Union and State of New Jersey this 20th day of July, 2016.


Lydia Agbejimi

Deputy Municipal Clerk