

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of South River/South River Board of Education COUNTY: Middlesex

RECIPIENT: Borough of South River/South River Board of Education COUNTY: Middlesex

BRIEF DESCRIPTION OF SERVICE:

Use of School Facilities for municipal functions
Borough services to include cleaning of school parking lots, snow removal, garbage
and recycling pickup, replacement of light fixtures/flagpoles on school property

EFFECTIVE DATE: 1-1-16

EXPIRATION DATE: 6-30-21

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT -

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 SERVICES AGREEMENT
BETWEEN THE SOUTH RIVER BOARD OF EDUCATION
AND THE BOROUGH OF SOUTH RIVER

THIS AGREEMENT is entered into on this 1st day of January, 2016 by and between:

THE SOUTH RIVER BOARD OF EDUCATION, a body corporate and politic with administrative offices located at 15 Montgomery Street, South River, New Jersey 08882;

and

THE BOROUGH OF SOUTH RIVER, a body corporate and politic with administrative offices located at 48 Washington Street, South River, New Jersey 08882.

WHEREAS, the South River Board of Education and the Borough of South River have a mutual interest in maximizing the efficiency of services to the taxpayers, and wish to share certain services to optimize said efficiency, and

WHEREAS, the Uniform Shared Services and Consolidation Act (“USSCA”), N.J.S.A. 40A:65-1 through N.J.S.A. 40A:65-35, was enacted to encourage the financial accountability of local units of government through empowering citizens, reducing waste and duplicative services and clearing legal hurdles to shared services and consolidation; and

WHEREAS, the USSCA provides the authority for local units to enter into an agreement with other local units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its jurisdiction; and

WHEREAS, the parties have mutually determined that the students and the taxpaying public in South River would benefit from the sharing of certain services;

NOW, THEREFORE, in consideration of the terms and conditions hereof it is mutually understood and agreed upon as follows:

1. The term of this agreement shall be from January 1, 2016 through June 30, 2021.

2. The South River Board of Education will provide the following services, goods and accommodations to the Borough of South River:

- a. Use of playing fields and ancillary facilities for municipal recreational activities, games and practices;
- b. Space for meetings of municipal organizations, subject to availability;
- c. Space and access for municipal Police Department training at mutually convenient and agreed-upon times and locations;
- d. Space and access for other municipal events including but not limited to Police Cadet Camp, the Borough's annual Reorganization Meeting; the annual Independence Day Fireworks show; Heritage Day, National Night Out, the municipal Bicycle Rodeo; and
- e. Use of parking lots for municipally-operated trips to Atlantic City; and
- f. Such other uses, accommodations, goods and services as the parties may agree to and confirm in writing signed by authorized representatives of both parties.

3. The Borough of South River will provide the following services, goods and accommodations to the South River Board of Education:

- a. Periodic cleaning of School District parking lots by street sweepers owned by the Borough and operated by Borough personnel;
- b. Snow removal on School District property by Borough personnel with Borough plows, to the degree possible [municipal thoroughfares shall have priority for snow plowing];
- c. Routine pickup of garbage from School District buildings per the parties'

practice;


- d. Pick-up and disposal of refuse and recyclables including but not limited to tree branches, scrap wood and large metal refuse items and cardboard;
 - e. Use of Borough-owned boom trucks for replacement and repair of light fixtures and flagpoles on School District property.
 - f. Such other uses, accommodations, goods and services as the parties may agree to and confirm in writing signed by authorized representatives of both parties.
4. The Borough shall also make available to the School District sufficient quantities of gasoline and road salt, for which the District shall fully reimburse the Borough at the Borough's actual per unit cost.
5. The foregoing components of shared services are not intended to be exclusive, and the parties intent to review this Agreement and to review other areas of possible shared services which would maximize the efficient allocation of taxpayer monies. In the event that the parties wish to add such additional components to this Agreement, they agree to do so via a written confirmation executed by the authorized representatives of both parties, which document shall referenced this Agreement and shall be attached hereto upon execution.
6. Nothing herein shall restrict or otherwise impact the rights of either party to terminate the employment of any individual employed by them respectively, and to conduct all other actions and exercise all authority reserved to them respectively by applicable law.
7. This Shared Services Agreement and all obligations set forth herein shall

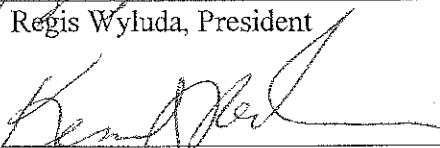
terminate on June 30, 2021, unless the parties take formal, public action to extend the terms hereof. However, it is the mutual hope and intention of the parties that this Agreement will be extended, renewed and expanded in future years for the maximum benefit of the students and citizens of South River.

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

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be signed by its properly authorized officers as of the day and year above set forth.

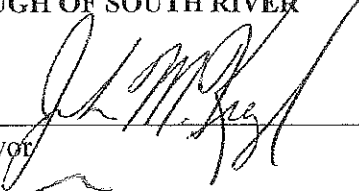
SOUTH RIVER BOARD OF EDUCATION

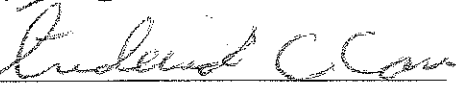
By: 
Regis Wyluda, President

Attest: 
Kenneth J. Kokoszka, Board Secretary

Date: 5-26-16

BOROUGH OF SOUTH RIVER

By: 
Mayor

Attest: 
Business Administrator

Date: 6 JUNE 2016

RES: 2016-169

MAY 9, 2016

RESOLUTION

WHEREAS, in November 2010, the Borough of South River and the South River Board of Education entered into a Shared Services Agreement, in order to maximize the efficiency of services to taxpayers; and,

WHEREAS, said agreement terminated on December 31, 2015; and

WHEREAS, the Borough of South River and the South River Board of Education wish to continue the Shared Services Agreement under the same terms and conditions; and

WHEREAS, said agreement will be effective as of January 1, 2016 and will terminate on June 30, 2021, unless the parties take formal action to extend the terms thereof.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of South River that the appropriate Borough Officials are hereby authorized to sign the Agreement with the South River Board of Education.

DATED: MAY 9, 2016

/s/ James Hutchison
Councilmember

/s/ Michael Trenga
Councilmember

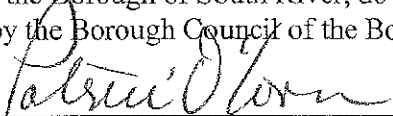
ROLL CALL VOTE

YEAS: Ciulla, Gurchensky, Haussermann, Jones, Trenga, Hutchison

NAYS: None

CERTIFICATION

I, Patricia O'Connor, Borough Clerk of the Borough of South River, do hereby certify this to be a true copy of a Resolution adopted by the Borough Council of the Borough of South River at a meeting held on May 9, 2016.



Patricia O'Connor, RMC
Borough Clerk