

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Robbinsville Township COUNTY: Mercer

RECIPIENT: Robbinsville Township Board of Education COUNTY: Mercer

BRIEF DESCRIPTION OF SERVICE:

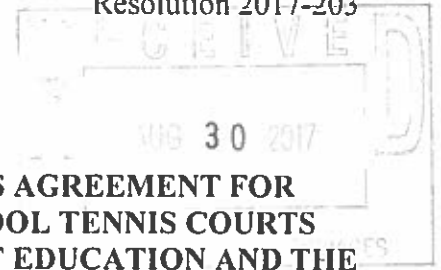
Resurfacing of Tennis courts.

EFFECTIVE DATE: 8/1/17

EXPIRATION DATE: July 30, 2020

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

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.



**A RESOLUTION APPROVING A SHARED SERVICES AGREEMENT FOR
RESURFACING OF THE ROBBINSVILLE HIGH SCHOOL TENNIS COURTS
BETWEEN THE ROBBINSVILLE TOWNSHIP BOARD OF EDUCATION AND THE
TOWNSHIP OF ROBBINSVILLE**

WHEREAS, the Robbinsville Township Board of Education desires to contract with the Township of Robbinsville or the resurfacing of the Robbinsville High School tennis courts; and

WHEREAS, the Township of Robbinsville has agreed to provide funding for the resurfacing of the Robbinsville High School tennis courts in an amount not to exceed \$69,000.00; and

WHEREAS, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said purpose in account number C-04-00-900-967-801; and

WHEREAS, this agreement is in the best interest of the Township of Robbinsville.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Robbinsville, in the County of Mercer and State of New Jersey, that the Shared Services Agreement between the Robbinsville Township Board of Education and the Township of Robbinsville for the resurfacing of the Robbinsville High School tennis courts is accepted and the proper officials of the Township of Robbinsville are authorized to execute said agreement.

BE IT FURTHER RESOLVED that the agreement shall take effect upon the execution of agreement by the parties in accordance with N.J.S.A. 40A:65-5(c), et seq.

BE IT FURTHER RESOLVED that a copy of this resolution and agreement shall be forwarded to the Director of the Division of Local Government Services as per NJSA 40A:65-4 (3)b.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Chief Financial Officer, the Director of Recreation, and the Robbinsville Township Board of Education.

I certify this to be a true copy of a resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on August 24, 2017.

A handwritten signature in cursive script that reads "M. Seigfried".

Michele Seigfried, Municipal Clerk

SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF ROBBINSVILLE
AND ROBBNSVILLE BOARD OF EDUCATION

THIS AGREEMENT made this ____ day of _____, 2017, by and between:

ROBBINSVILLE BOARD OF EDUCATION ("Board of Education"), 155 Robbinsville Edinburg Road, Robbinsville, NJ 08691 and

THE TOWNSHIP OF ROBBINSVILLE ("Robbinsville" or the "Township"), a municipal corporation of the State of New Jersey, with its principal offices located at 2298 Route 33, Robbinsville, New Jersey 08691.

(The Robbinsville Board of Education and Robbinsville will be collectively referred to herein as the "Parties").

Witnesseth that:

Whereas, the Township desires to contract with the Board of Education for the provision of utilizing Robbinsville High School tennis courts for the public use by the residents of Robbinsville and the Township's Recreation Department; and

Whereas, the Board of Education is agreeable to providing said services to the Township for a fee and certain specified conditions; and

Whereas, the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.* permits local units of this State to enter into a contract with any other local unit for the joint provisions within their combined jurisdictions of any service which any party to the agreement is empowered to render within its jurisdiction; and

Whereas, the Township of Robbinsville and the Board of Education have authorized and approved of this Agreement by resolution duly adopted pursuant to *N.J.S.A. 40A:65-5* of the *Uniform Shared Services Consolidation Act*;

WHEREAS, the Governing Body of Robbinsville and the Board of Education find that it would be in the best interests of the Parties to collectively provide for the Services under the terms and conditions referenced herein.

Now, Therefore, with the foregoing Recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, Robbinsville and the Board of Education, intending to be legally bound, hereby agree as follows:

Term. This Agreement shall take effect August 1, 2017 and continue through July 30, 2020 and may be renewed by the Board of Education and the Township for one (1) year terms thereafter.

1. **Scope of Services.** The Board of Education agrees to open the tennis courts to the residents of Robbinsville and the Township's Recreation Department according to the terms and conditions set forth below:
 - a. The Board of Education shall provide tennis courts for public use when Robbinsville High School programs are not scheduled and while school is not in session.
 - b. The schedule of when the courts are available to residents and the Robbinsville Recreation Department may be revised on an as needed basis.
 - c. For profit groups will **not** be allowed to use the facility. For profit groups are still governed by the use policies of the Board of Education.

3. **Fees.** The Township of Robbinsville shall pay the Board of Education a one-time fee of \$69,000.00, which shall be used to resurface the tennis courts located at Robbinsville High School. Payment shall be made by September 1, 2017.

5. **Liability.** (a) The Township of Robbinsville and The Board of Education shall be responsible for acts of their own negligence consistent with the provisions of the *New Jersey Tort Claims Act, N.S.J.A. 59:1-1 et seq.*, arising out of or related to performance of any activity under the terms of this Agreement.

(b) The Board of Education shall defend and indemnify the Township of Robbinsville, its agents, servants, employees, officers and directors, from and against any demand or claim, or assertion of liability, or any action founded thereon, including reasonable attorney's fees, arising out of, or alleged to have arisen out of the performance by the Board of Education in providing the services contemplated by this agreement and, so long as the actions upon which the demand or claim, or assertion of liability are founded, were performed in the course of carrying out official duties on behalf of The Board of Education and were not out of the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional act or a criminal act.

(c) The Township of Robbinsville shall defend and indemnify the Board of Education, its agents, servants, employees, officers and directors, from and against any demand or claim, or assertion of liability, or any action founded thereon, including reasonable attorney's fees, arising out of, or alleged to have arisen out of the performance by the Township in providing the services contemplated by this agreement and, so long as the actions upon which the demand or claim, or assertion of liability are founded, were performed in the course of carrying out official duties on behalf of The Township of Robbinsville and were not out of the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional act or a criminal act.

(d) Each party shall notify the other if any event occurs which requires or which may require defense and/or indemnification under this Agreement. The Board of Education shall provide Robbinsville with legal counsel satisfactory to Robbinsville, which consent shall not be unreasonably withheld, to defend against any such claim

or proceeding which may be brought against Robbinsville, its officers, employees and agents, to whom this Section applies. The Board of Education shall pay, satisfy and discharge any judgment, settlement, compromise, order, or decree, which may be recovered against Robbinsville, its officers, employees and agents, to whom this Section applies. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of the parties that each shall be responsible for providing workers compensation benefits to its own employees and that each will defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of any Robbinsville officers, employees or agents.

The Township shall provide the Board of Education with legal counsel satisfactory to the Board of Education, which consent shall not be unreasonably withheld, to defend against any such claim or proceeding which may be brought against the Board of Education its officers, employees and agents, to whom this Section applies. The Township shall pay, satisfy and discharge any judgment, settlement, compromise, order, or decree, which may be recovered against the Board of Education, its officers, employees and agents, to whom this Section applies. This provision specifically excludes liability imposed under workers compensation and employment practices insurance; it being the intention of the parties that each shall be responsible for providing workers compensation benefits to its own employees and that each will defend against an employment practice claim brought by its own employee. This provision shall also exclude punitive damages and damages as a result of the gross negligence or willful or wanton conduct of any Board of Education officers, employees or agents.

6. **Termination.** In the event that either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement.

7. **Notices.** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the following designated municipal representatives:

A. The designated municipal representative for Robbinsville is:

Joy Tozzi
Business Administrator
Township of Robbinsville
2298 Route 33
Robbinsville, NJ 08691

B. The designated representative for the Board of Education is:

Beth Brooks
Business Administrator

The Board of Education
155 Robbinsville Edinburg Road
Robbinsville, NJ 08691

8. **Choice of Law.** Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, Mercer County, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom.
9. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and cannot be changed or modified orally.
10. **Modification.** This Agreement may only be supplemented, amended or revised in writing, which has been duly authorized by the Parties and signed by the proper authorized representatives thereof.
11. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable, in any respect, by any court of competent jurisdiction, the rest of this Agreement shall nevertheless remain in full force and effect.
12. **Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

IN WITNESS WHEREOF, parties of the Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

ATTEST: (Affix Seal)

TOWNSHIP OF ROBBINSVILLE

MICHELE SEIGFRIED,
Township Clerk

DAVID FRIED, Mayor

ATTEST: (Affix Seal)

ROBBINSVILLE BOARD OF EDUCATION

BETH BROOKS
School Business Administrator

KATHLEEN FOSTER, Superintendent