



Green Sergeant's Bridge

New Jersey's Only Remaining Covered Bridge

# Delaware Township

Hunterdon County, New Jersey

[www.DelawareTwpNJ.org](http://www.DelawareTwpNJ.org)

Judith A. Allen, RMC  
OFFICE OF TOWNSHIP CLERK

PO BOX 500  
TOWNSHIP HALL  
SERGEANTSVILLE, NJ 08557  
(609) 397-3240, Ext. 205  
Direct FAX Number (609) 397-4893

December 3, 2015

New Jersey Division of Local Government Services  
P.O. Box 803  
Trenton, New Jersey 08625-0803

Re: Shared Services Agreement between  
Delaware Township and the Delaware Township Board of Education

Gentlemen:

Please be advised that Delaware Township and the Delaware Township Board of Education entered into a Shared Services Agreement for the period 1/1/15 – 12/31/17. Delaware Township and the Delaware Township Board of Education will provide services as set forth in the Agreement. A copy of that Agreement is enclosed.

Very truly yours,

Judith A. Allen, RMC  
Township Clerk

Enclosure: Shared Services Agreement

cc: Patricia Martucci, DTS Board Administrator

Also sent via Email to EGG @dca.state.nj.us

Shared Service Agreement to EGG

INTERLOCAL SERVICES AGREEMENT BETWEEN THE  
DELAWARE TOWNSHIP SCHOOL DISTRICT AND THE  
TOWNSHIP OF DELAWARE TO SHARE CERTAIN SERVICES

THIS AGREEMENT ("Agreement") is entered into as of the 1<sup>st</sup> day of January, 2015 by and between the DELAWARE TOWNSHIP SCHOOL DISTRICT, whose principal place of business is 501 Rosemont-Ringoes Road, Sergeantsville, New Jersey, 08557 hereinafter referred to as "School District", and the TOWNSHIP OF DELAWARE, a municipal corporation of the State of New Jersey, whose principal place of business is 570 Rosemont-Ringoes Road, Sergeantsville, New Jersey, 08557, hereinafter referred to as the "Municipality".

WHEREAS, the School District and the Municipality each owns various equipment and employs personnel to provide various services for all School and Municipal buildings and grounds; and

WHEREAS, the School District and the Municipality are desirous of occasionally sharing such equipment and personnel for required services; and

WHEREAS, the Interlocal Services Act (N.J.S.A. 40:8A-1, et seq.) authorizes and empowers the School District and the Municipality to enter into this Agreement;

NOW, THEREFORE, it is agreed, stipulated and understood between the parties, in consideration of the mutual promises contained herein, as follows:

1. SCOPE OF SERVICES:

- a. The School District agrees to provide district-owned equipment and district-employed personnel for snow removal on the sidewalk, steps, and ramps at the Municipal Building; snow removal on the sidewalk, in front of the empty lot between the Post Office and Café; snow removal on the sidewalks bordering Municipal owned property on Lower Ferry Road and Higgins Farm Road; as well as the use of the School Building facilities for meetings or during emergencies as a public shelter.
- b. The Municipality agrees to provide municipality-owned equipment and municipally-employed personnel for limited exterior maintenance of the grounds of the School Building, inclusive but not limited to trimming and/or cutting of trees; plowing, salting and/or sanding of parking lots; general grass cutting (excluding the baseball and softball fields), and supply of mulch for flower beds.
- c. There shall be no fees on the part of either party for the services provided for in this Agreement.
- d. It is understood and agreed to by all parties that, in the situation of snow removal:
  - i. If the Elementary School is open or will open on a delayed schedule, School District personnel will focus first on getting the Elementary School safely prepared to open, and then tend to the Municipal owned areas. The Municipality will assist with salting/sanding/plowing of District areas at the direction of the Supervisor of Public Works.

- ii. If the Elementary School is closed and the Town Hall is open, District personnel will work on both School District and Municipal areas at the same time. The Municipality will assist with salting/sanding/plowing of District areas at the direction of the Supervisor of Public Works.
  - iii. If both the Elementary School and the Town Hall are closed, or on weekends, District personnel will be directed at the discretion of the School Districts' Facility Manager. The Municipality will assist with salting/sanding/plowing of District areas at the direction of the Supervisor of Public Works.
  - iv. In a weather event where the Municipality is not salting/sanding/or plowing the township roads, the Municipality will be the primary responsible party for clearing all municipal sidewalks.
2. **TERM:** In accordance with the provisions of N.J.S.A. 40:8A-6A(4), this Agreement shall be deemed to be in effect from the date of execution hereof for a period of three (3) years. Either party may, upon sixty (60) days written notice to the other party, terminate this agreement.
  3. **CONTACT PERSON:** The School District and the Municipality each agree to appoint a contact person and an alternate contact person on behalf of each party in order to support and facilitate the implementation of this Agreement.

	<u>Contact Person</u>	<u>Alternate Contact Person</u>
School District	Business Administrator	Superintendent
Municipality	Municipal Clerk	Mayor


4. **EFFECTIVE DATE:** This agreement shall become effective upon passage of authorizing resolutions by the School District and the Municipality and execution of the Agreement as required by the Interlocal Services Act (N.J.S.A. 40:8A-4 et seq.)
5. **INDEMNIFICATION:** No party shall be liable for any negligent, reckless or intentional acts or omissions of any others and each shall indemnify, defend and hold the others harmless for all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the services set forth in this Agreement.
6. **INSURANCE:** It is understood and agreed that both parties will name the other as an additional insured for the purposes of this Interlocal Services Agreement and shall provide, if required, certificates of insurance setting forth coverage limits and details.
7. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all parties hereto.
9. SEVERABILITY: If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

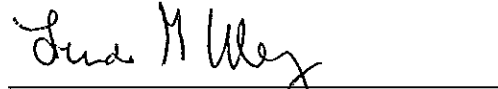
IN WITNESS WHEREOF, the parties affix their signature to this Agreement, this the 3<sup>rd</sup> of February, 2015.

Attest:

DELAWARE TOWNSHIP BOARD OF EDUCATION



Patricia A. Martucci, RSBA  
Business Administrator/Board Secretary

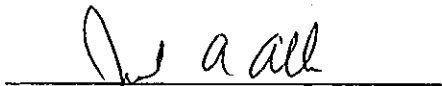


Linda G. Ubry, Board President


IN WITNESS WHEREOF, the parties affix their signature to this Agreement, this the 30<sup>th</sup> day of November, 2015.

Attest:

TOWNSHIP OF DELAWARE



Judith Allen, RMC  
Municipal Clerk



Roger Lacandro, Mayor