

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Township of Lower COUNTY: Cape May

RECIPIENT: Lower Township Elementary School COUNTY: Cape May

BRIEF DESCRIPTION OF SERVICE:

Sharing 4 Employees for certain projects/maintenance

EFFECTIVE DATE: 8/29/2018

EXPIRATION DATE: 12/31/2027

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.

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-264

Title: **A RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER TOWNSHIP ELEMENTARY SCHOOLS**

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., the Township of Lower and THE Lower Township Elementary Schools (LTES) desire to enter into a Shared Service Agreement pursuant to the terms and conditions set forth on EXHIBIT A attached hereto and by this reference made a part hereof (the "Agreement").

NOW, THEREFORE, **BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Shared Service Agreement, a copy of which is attached hereto as EXHIBIT A, is hereby approved.

BE IT FURTHER RESOLVED that the Lower Township Mayor and Clerk are hereby authorized and directed to execute the Agreement and that the Township Manager is hereby authorized and directed to take any and all action necessary to effectuate and implement the terms and conditions thereof.

BE IT FURTHER RESOLVED that the attached Shared Service Agreement shall remain in full force and effect until the expiration of said agreement on December 31, 2027, unless terminated by either party in accordance with the early termination provisions set forth therein.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
PERRY	X		X			
ROY			X			
SIPPEL			X			
SIMONSEN			X			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 20, 2018.


Julie A Picard, Township Clerk

**SHARED SERVICE AGREEMENT
BY AND BETWEEN THE TOWNSHIP OF LOWER, AND
THE LOWER TOWNSHIP ELEMENTARY SCHOOLS**

This Shared Service Agreement ("Agreement") is made as of this 9 day of August, 2018 by and between the Township of Lower, which has a business at 2600 Bayshore Road, Villas, New Jersey 08251 (hereinafter referred to as the "Township") and the Lower Township Elementary Schools, which has their main office located at 905 Seashore Road, Cape May, New Jersey, 08204, (hereinafter referred to as "LTES"). The Township and LTES may collectively be denominated as the "Parties" or Units in this Agreement and may each be called separately a "Party" or Unit.

WHEREAS, N.J.S.A. 40A:65-1, et seq., provides that local governmental entities can enter into the said Agreement and further provides that upon consent these local Units being a municipality and a School District meet the definition of local Units within N.J.S.A. 40A:65-3 et seq; and

WHEREAS, the Township and LTES perform similar tasks, duties, and utilize various similar equipment, to provide services to the residents of Lower Township where sharing services between the Parties will result in cost savings to the residents; and

WHEREAS, the Township and LTES both agree to participate in such a shared services program to save the residents of Lower Township expenses related to the daily operations and projects of the Township and LTES for such staff employees, services and equipment including payments and expenses; and

WHEREAS, upon prior approval of the Township Manager and the Superintendent of Schools, the Township and the LTES may share resources for certain projects and daily operations.

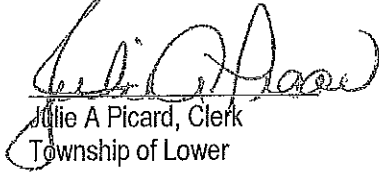
NOW, THEREFORE, THE PARTIES HERETO agree, to the following terms and conditions of this Agreement:

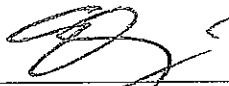
1. Sharing employees for certain projects must have prior approval of the Township Manager and the School Superintendent or their designated representatives of each Party and scheduled so as not to interfere with the Parties daily operations.
2. The Township and the LTES agree that both Township employees and LTES employees may be cross-assigned from one to the other for specific projects and the cost of each said employee cross-assigned shall be computed and reimbursed from one to the other in accordance with the actual cost of salary incurred by the paying Party.
3. The Township and LTES agree that both Township employees and LTES employees may perform routine tasks for each Party including but not limited to: snow removal, mechanic work, HVAC repairs, computer services, and the salary cost of each said employee shall be paid by the employees Party.
4. When an employee has been cross-assigned, they shall continue to be an employee of his/her respective employer and shall follow all rules and regulations of said employer and shall continue to receive all benefits of the employee's Party.
5. Sharing equipment for certain projects must have prior approval of both the Township Manager, and the School Superintendent or their designated respective representatives and scheduled as not to interfere with either Party's daily operations.
6. When equipment is being shared, all cost of operating the equipment, including, but not limited to, transportation, fuel, and parts, shall be paid by the Party utilizing the equipment.

7. When equipment is being shared, the insurance coverage for that equipment shall continue in full effect by the Party owning the equipment; however, the insurance policy covering the equipment owned by the respective Party shall name the other Party as an additional insured.
8. The Township and LTES agree that when Township employees or LTES employees perform specific routine tasks from one to the other, any cost for parts or supplies shall be computed and reimbursed from one to the other in accordance with the actual cost of the parts and supplies incurred by the paying Party.
9. The Parties acknowledge that the Township and LTES are entering into this Agreement upon passage of a Township Resolution and a LTES Resolution.
10. The terms of this Agreement shall commence upon adoption of Resolutions by both parties and shall continue for a period of ten (10) years, terminating on December 31, 2027. Either party may terminate this Agreement for any reason, or no reason, by providing ninety (90) days written notice to the other.


IN WITNESS WHEREOF, THE PARTIES HERETO; set their hand and seal:

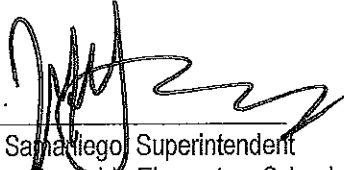
ATTEST:


Julie A. Picard, Clerk
Township of Lower

Date: 8/26/18

ERIK SIMONSEN, Mayor
Township of Lower

ATTEST:


John Hansen, Business Administrator
Lower Township Elementary Schools

Date: 8/29/18

Jeff Samaliego, Superintendent
Lower Township Elementary Schools