

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Denville COUNTY: Morris

RECIPIENT: Board of Education of the Township of Denville COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Shared Service Agreement to be able to utilize buildings and facilities of the other party for various purposes.

EFFECTIVE DATE: 06/01/2016

EXPIRATION DATE: 06/01/2023

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT n/a

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.

AGREEMENT

THIS AGREEMENT, made this ^{1st} day of ~~May~~ ^{June}, 2016, by and between:

THE TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, with offices at 1 St. Mary's Place, Denville, NJ 07834

(Hereinafter, "Township")

and:

THE BOARD OF EDUCATION OF THE TOWNSHIP OF DENVILLE, with offices at 400 Morris Avenue, Denville, NJ 07834

(Hereinafter, "Board")

WITNESSETH:

WHEREAS, the Township and the Board often utilize the buildings and facilities of the other party for various purposes; and

WHEREAS, the parties desire to avoid the necessity of requiring that a facility use application be completed and proof of insurance be provided each time the Township or Board uses each other's buildings and facilities; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 -1 et seq., authorizes a local school district to enter into a contract with a local unit to share any service which the parties to an agreement are empowered to render within their own jurisdiction; and

WHEREAS, N.J.S.A. 40A:11-10(b) provides that the governing body of any contracting unit may provide for joint agreement with the board of education of any school district for the provision and performance of goods and services for use by their respective jurisdictions; and

WHEREAS, the parties desire to enter into a long term arrangement for the use of each other's facilities and for the sharing of a variety of services with each other pursuant to provisions of the applicable statutes and regulations and terms of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Township and the Board, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

A. FACILITIES

1. Use of Facilities. The parties agree to permit, during the term of this Agreement, the use of the other party's facilities for the following public purposes upon the terms and conditions set forth in this Agreement:
 - a. meetings of the governing body, advisory committees, ad hoc committees or any other group or body whether elected, appointed or volunteer;
 - b. public educational programs;
 - c. community events;
 - d. Recreational activities including day camp programs;
 - e. other public-related activities.
2. Scheduling. Arrangements, subject to each party's determination as to availability, for use of the facilities by each party shall be coordinated between the Township Administrator's office and the designee of the Board.
3. Consideration. Subject to no additional cost necessitated by personnel being required to be available, (e.g. custodian with black seal license or

field preparation), both parties agree that there shall be no fee assessed or charged to the other party for the use of facilities pursuant to this agreement, nor shall either party be required to deposit an escrow fee with the other party.

B. SHARED SERVICES

1. Services provided to Board by Township. At the request of the Board, the Township agrees to provide the following services, subject to, if necessary, a written understanding between the parties as to the exact conditions of use, availability and personnel cost, to the Board: building and facility use. The parties may supplement this list by addendum to this Agreement at any time during its term.
2. Services provided to Township by Board. At the request of the Township, the Board agrees to provide the following services subject to, if necessary, a written understanding between the parties as to the exact conditions of use, availability and personnel cost, to the Township: building and facility use. The parties may supplement this list by addendum to this Agreement at any time during its term.

C. INSURANCE AND INDEMNIFICATION

1. Insurance. Each party will cause the other to be named as an additional insured on its General Liability policy on a primary, non-contributory basis and each will provide a Certificate of Insurance to the other. It is recognized and understood that the Township participates in the Morris County Joint Insurance Fund (JIF). The Board insurance carriers are; Richards and Summers, Inc. (broker) and Selective Insurance. The Board and Township

agree to provide written proof of insurance coverage annually no later than the anniversary date that the Agreement is executed by both parties.

2. Indemnification. Each party agrees to indemnify and hold the other Party harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of facilities by the other party pursuant to this agreement. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of a Party. The indemnity obligations under this Paragraph will survive termination of this Agreement.
3. Subrogation. Notwithstanding the provisions of Paragraph 2 of this agreement, in any event of loss or damage to a facility and/or any personal property thereon, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all such insured claims against the other party.

D. TERM

1. Term. This Agreement shall commence upon the execution of this Agreement by all parties and be for a term of 7 years and may be renewed thereafter for consecutive 7 year terms upon agreement by both parties.
2. Termination. Either party may terminate this agreement upon thirty (30) days notice in writing to the other to the other party's business administrator.

IN WITNESS WHEREOF, the Township and the Board have caused their respective seals to be hereto affixed and attested and these presents to be signed by their respective officers thereunto duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

Kathryn Bowditch-Leon
Kathryn Bowditch-Leon, Clerk

THE TOWNSHIP OF DENVILLE

By: Thomas W. Andes
Thomas W. Andes, Mayor

ATTEST:

D. J. [Signature]

THE BOARD OF EDUCATION OF
THE TOWNSHIP OF DENVILLE

By: [Signature]

RESOLUTION

WHEREAS, the Township and the Board of Education of the Township of Denville desire to enter into a long-term agreement regarding the use of each other's facilities for various purposes; and

WHEREAS, such agreements are authorized in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 -1 et seq. and by N.J.S.A. 40A:11-10(b).


NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized to execute an Agreement with The Board of Education of the Township of Denville with regard to the use of each other's facilities for a term of seven (7) years subject to renewal for additional seven (7) year terms.
2. A copy of the Agreement is on file in the office of the Township Clerk for inspection by the public.
3. A copy of this Agreement shall be filed, for informational purposes, with the Department of Community Affairs, Division of Local Government Services pursuant to rules and regulations promulgated by the Division.
4. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on May 17, 2016.

5/18/2016
Certification Dated:


Kathryn Bowditch-Leon, RMC
Municipal Clerk

**EXTRACT FROM THE MINUTES
OF A MEETING OF THE BOARD OF EDUCATION
OF THE TOWNSHIP OF DENVILLE, MORRIS COUNTY, NEW JERSEY
AS RECORDED IN THE OFFICIAL MINUTE BOOK**

The Board of Education of the Township of Denville in the County of Morris, New Jersey, convened in its Regular Meeting on May 23,, 2016.

The following members of the Board of Education were present:

Mrs. DeLuna, Mr. Luer, Mrs. Lindsay, Mr. Casse, Mr. Napeloni, and Mr. Cappello

The following members were absent: Mr. Andersen

The following resolution was offered and adopted by the Board of Education by the following Roll Call vote:

BE IT RESOLVED that the Board of Education of the Township of Denville approve the attached facility usage agreement with the Township of Denville.

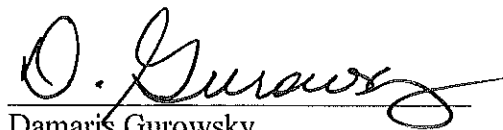
ROLL CALL:

Ayes: Mr. Luer, Mrs. Lindsay, Mr. Casse, Mr. Napeloni, Mr. Cappello

Nays: Mrs. DeLuna

**STATE OF NEW JERSEY
COUNTY OF MORRIS**

I, Damaris Gurowsky, Secretary of the Board of Education of the Township of Denville in the County of Morris, State of New Jersey, hereby certify that the foregoing extract from the minutes of the meeting of the Board of Education of said district duly called and held on May 23, 2016, has been compared by me with the original minutes as recorded in my office in the minute book of said Denville Board of Education and is a true, complete copy thereof and of the whole of the said original minutes so far as the same relates to the subject matter referred to in said extract in witness I have hereunto set my hand and affixed the corporate seal of said Board of Education this 23rd day of May 2016.



Damaris Gurowsky
School Business Administrator/Board Secretary