

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Freehold Twp COUNTY: Monmouth

RECIPIENT: F.T. Board of Education COUNTY: Monmouth

**BRIEF DESCRIPTION OF SERVICE:**

Tree planting + ice salting. mowing. various other  
Ancillary services

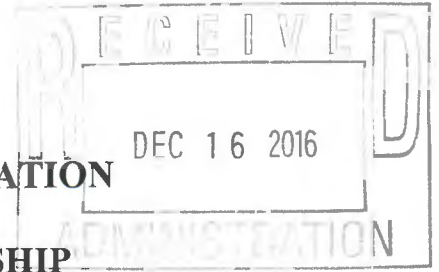
EFFECTIVE DATE: 1/1/2017

EXPIRATION DATE: 12/31/2018

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](mailto: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**  
**FREEHOLD TOWNSHIP BOARD OF EDUCATION**  
**And The**  
**MUNICIPALITY OF FREEHOLD TOWNSHIP**



**THIS AGREEMENT** is made on the 1<sup>st</sup> day of January, 2017, by and between

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF FREEHOLD,**  
MONMOUTH COUNTY, NEW JERSEY (hereinafter "the Board"), having its principal  
place of business at 384 West Main Street, Freehold Township, New Jersey,

And

**THE MUNICIPALITY OF THE TOWNSHIP OF FREEHOLD,** MONMOUTH  
COUNTY, NEW JERSEY (hereinafter "the Township"), having its principal place of  
business at 1 Municipal Plaza, Freehold Township, New Jersey.

**WHEREAS,** the Board and the Township wish to assist each other to the extent  
possible and alleviate their mutual needs in areas including maintenance, repair and  
services that they are each not fully able to perform independently;

**NOW, THEREFORE,** in consideration of the promises and mutual covenants  
contained herein, the Board and the Township, pursuant to N.J.S.A. 18A:20-22 and  
N.J.S.A. 40:A-1 et seq., do hereby enter into this Shared Services Agreement for the  
mutual provision of services as follows:

1. **Term.** This Agreement shall extend from January 1, 2017 through December 31, 2018 (unless specified differently herein). A shorter term may be agreed to by the parties or the Agreement may be canceled or terminated by either party as set forth herein.
2. **Interlocal charges.** Charges against the Interlocal Agreement shall represent costs incurred by the party providing the service. Since the nature of the services vary, the methodology for determining cost will differ, but in all cases, the intent will be that services are valued at total cost incurred.

cc: T. Warner (orig.) ✓  
S. McGough  
S. Higgins  
R. Koches  
C. Campbell

3. **Services provided by Township.**

A. **Snow plowing and salting by the Township.** The Township shall provide snow and ice control services on Board-owned property. The Board will provide snow and ice control to the extent possible and will contact the Township when assistance is needed.

B. **Maintenance services provided by the Township.** The Township shall provide grounds maintenance services including, but not limited to, the following primary and ancillary services:

1.) **Primary services:**

- a.) Provide traffic regulatory signage
- b.) Mow all large, open area tracts of grass once per week. No mowing shall take place during student standardized testing periods or during special outdoor activities, functions or events. The Board shall provide two (2) days' advance notice to the Township prior to any of the aforementioned activities.

2.) **Ancillary services:**

- a.) Trim trees and remove and dispose of debris as necessary
- b.) Clean and maintain rights-of-way
- c.) Restripe parking lots and repaint curbing as needed
- d.) Other paving and parking area repairs and overlays; Material costs shall be borne by the Board for all projects with costs exceeding \$10,000.00
- e.) Water/Sewer Connection Fees (at discretion of Township Committee)
- f.) Assistance with Water/Sewer repairs on Board of Education property
- g.) Township will provide facilities, including meeting rooms and athletic facilities, to the Board, subject to availability

- h.) Township will provide miscellaneous materials, i.e. stone and cold patch, based on availability
- i.) Special mowing by Township Department of Public Works using the arm-mower or other specialized mowers
- j.) Use of the Recycling Center facilities
- k.) Use of Public Works facilities for bus inspections by Division of Motor Vehicles
- l.) Township will provide School Assistance Officer (details on separate document)

**C. Fuel.** The Board will reimburse the Township for fuel for the actual amount used. The cost per gallon shall be the Township's cost plus ten (10) cents for the actual amount used.

#### 4. **Services provided by the Board**

- A. **Facility use provided by the Board.** The Board shall provide facilities for the use of the Township at times to be agreed upon by the parties, subject to the availability of staff and facilities. The Township shall provide any and all recreational or other equipment necessary as part of these facilities.
- B. **Use of buses provided by the Board.** Board vehicles may be used for the purpose of transporting seniors and other community programs which shall be agreed upon by both parties based upon driver and vehicle availability. The parties agree to provide advance notice of the need for services and/or the ability to provide busing services. For Recreation Summer Camp, the Township of Freehold agrees to pay the Freehold Township Board of Education transportation charges for bus service to and from Summer Camp and Summer Camp trips at a rate of \$54.00 per hour.
- C. **Provision of drivers and insurance.** The Board agrees that it shall provide appropriately licensed drivers at a cost based upon the present contract between such drivers and the Board for vehicle uses.

- D. **Maintenance of vehicles.** The Township shall notify the Board of any damage to any vehicles, or if any vehicle becomes inoperative while under the Township's control. In the event of vandalism or the Township's negligence or recklessness, the Township shall pay the Board an amount equal to the cost to the Board for any such repairs.
- E. **Indemnification.** The Township agrees to hold harmless, defend and indemnify the Board and its agents and employees from any and all claims, demands, lawsuits or judgments for any damage or injury which may be sustained by the Township or any other person as a consequence of the use of the Board's facilities or vehicles as provided herein, or as a result of any actual or alleged improper conduct, carelessness or negligence on the part of the Board or its employees; the Board shall not be responsible for the loss of any personal items belonging to the Township and/or its employees or other persons making use of the Board's facilities or vehicles pursuant to this Agreement.
- F. **Compliance with Board policies.** The Township agrees to comply with all Board Policies during its use and occupancy of Board facilities and vehicles as provided herein, including CDL pre- and post-trip mileage reports, provision of medical reports as to the fitness of Township employees to operate Board vehicles, criminal background checks, and other necessary documentation.
5. **Accounting.** Both the Board of Education and the Township Committee realize the savings to our Taxpayers by this Agreement. Both parties agree that services provided in sections 3 and 4 will offset one another (except when specified differently herein), and, as such, no invoices need be exchanged. In the event either party requests a "special project or service" not previously listed in this Agreement, the cost of same may be billed at the actual cost incurred.
6. **Termination.** Either party may terminate or cancel this Agreement upon sixty (60) days' advance written notice to the other of said termination or cancellation.
7. **Non-appropriation of funds.** The parties agree and acknowledge that this Agreement shall be subject to the Board's and the Township's annual appropriation and availability of sufficient funds as may be required to meet the extended obligations created hereunder.

8. **Entire Agreement.** This document contains the entire Agreement between the parties. No representative, agent or employee of the Board or the Township has been authorized to make any representations or promises with reference to the within Agreement to vary, alter or modify the terms hereof. Changes, modifications, renewals and extensions of this Agreement shall not be binding unless reduced to writing and executed by the Board and the Township.
  
9. **Disputes/applicable law.** In the event that a dispute arises between the parties as to the interpretation of this Agreement, the Township Administrator, on behalf of the Township, and the Superintendent, on behalf of the Board, shall be notified immediately and shall attempt to expeditiously rectify same. In the event that no settlement of such a dispute may be reached, this Agreement shall be construed under, and subject to, the laws of the State of New Jersey.
  
10. **Efficiency and intent.** The Township and the Board concur that this Agreement is being undertaken on behalf of the general public of the Township of Freehold, as the Agreement achieves economics and efficiencies beneficial to the constituency of the Township of Freehold.

**WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND SEALS IN THE PRESENCE OF OR ATTESTED TO BY:**

AFFIX SEAL:

TOWNSHIP OF FREEHOLD

11-22-16  
Date

Barbara J. McMorrow  
Mayor-Barbara J. McMorrow

11-22-16  
Date

Terry Warner  
Township Clerk-Terry Warner

AFFIX SEAL:

FREEHOLD TOWNSHIP BOARD OF EDUCATION

12-13-16  
Date

Christopher Marion  
President-Christopher Marion

12-13-16  
Date

Robert DeVita  
Business Administrator-Robert DeVita