

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Netcong COUNTY: Morris

RECIPIENT: Netcong Board of Education COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Snow Plowing/Janitorial Services

EFFECTIVE DATE: January 1, 2019

EXPIRATION DATE: December 31, 2020

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$15,000.00 per year

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.

**INTERLOCAL SERVICES AGREEMENT
BETWEEN THE BOROUGH OF NETCONG AND THE NETCONG BOARD OF
EDUCATION FOR SNOW PLOWING AND JANITORIAL SERVICES**

THIS AGREEMENT, made this *25th* day of *Sept.* 2018

BETWEEN

THE NETCONG BOARD OF EDUCATION, located at 26 College Road,
Netcong, NJ 07857 (Hereinafter, "Board of Education")

and

THE BOROUGH OF NETCONG, a municipal corporation of the State of New
Jersey, with offices at the Municipal Building, 23 Maple Avenue, Netcong, NJ
07857-1121

(Hereinafter, "Netcong Borough")

WITNESSETH:

WHEREAS, the "Uniform Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et seq., (the "Act"), allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, Board of Education and Netcong Borough wish to enter into an Agreement, whereby Board of Education will provide janitorial services and Netcong Borough will provide parking lot snow and ice control and removal, as described herein (the "Services"); and

WHEREAS, Board of Education and the Borough Council of the Borough of Netcong find that it is in the best interest of each body to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and other valuable consideration recited herein, the parties agree as follows:

1. Services to be Provided by the Board of Education

The Board of Education shall provide janitorial services to the Borough of Netcong for its municipal building, located at 19-23 Maple Avenue (including the Police Department & Municipal Offices). The specific

services to be provided are as shown on the Scope of Services attached hereto as "Exhibit A"

2. Services to be Provided by Netcong Borough

Netcong Borough will provide snow and ice removal from the Board's parking lots located as detailed in the attached Scope of Services. The specific services to be provided are as shown on the Scope of Services attached hereto as "Exhibit A"

3. Insurance

A. The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Morris County Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Each Party shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 for bodily injury and property damage and shall name the other as an additional insured.

B. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations;
- Use of independent contractors and/or subcontractors;
- Products and completed operations;
- Broad form contractual; and
- Broad form property endorsement.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the Parties prior to the implementation of this Agreement.

C. Each Party shall provide statutory workers compensation insurance coverage including employer's liability limits of \$500,000.

D. Each Party shall provide auto insurance at limits of \$1,000,000 per occurrence and shall name the other as additional insured.

4. Board of Education Employees

The janitorial services provided by Board of Education to Netcong Borough pursuant to this Agreement will be performed exclusively by employees and/or agents of Board of Education ("Board of Education Employees"), and Board of Education shall bear sole responsibility for the compensation of Board of Education Employees and for all claims

made by them relating to their employment and/or agency relationship with Board of Education, including without limitations claims relating to injuries sustained by Board of Education Employees while performing services in connection with the janitorial services including workers compensation, except to the extent such injuries are caused by the intentional, willful or reckless acts or omissions of Netcong Borough, its employees and/or agents.

5. Netcong Borough Employees

The parking lot snow and ice removal and control services provided by Netcong Borough pursuant to this Agreement will be performed exclusively by employees and/or agents of Netcong Borough ("Borough Employees"), and Netcong Borough shall bear sole responsibility for the compensation of Borough Employees and for all claims made by them relating to their employment and/or agency relationship with Netcong Borough, including without limitations claims relating to injuries sustained by Borough Employees while performing services in connection with parking lot snow and ice removal and control services, except to the extent such injuries are caused by the intention, willful or reckless acts or omissions of the Board of Education, its employees and/or agents.

6. Indemnification

In addition to the other rights and remedies of the Parties herein, each party, to the extent permitted by law, agrees to indemnify and hold harmless the other Party, its officials, employees, and agents, from any and all liability and claims for damages or injuries on the part of each Party caused by or resulting from the negligent acts or omissions of the other Party arising out of this Agreement or any of the obligations assumed by either Party hereunder provided it is determined by a court of proper jurisdiction that that Party is solely responsible for such liability. In the event it is determined by the Court that either Party is not solely responsible for said liability, each Party shall be limited to that degree of liability determined by said Court to be the proportionate liability of that Party.

7. Term and Effective Date

This agreement shall take effect January 1, 2019, subject to the adoption by the Board of Education and Netcong Borough of authorizing resolutions pursuant to the Act.

This Agreement shall terminate on December 31, 2020, unless extended by mutual consent of Board of Education and Netcong Borough.

8. Entire Agreement

This Agreement sets forth the entire understanding of the Parties hereto with respect to transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.

9. 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, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplement of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implementation and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

10. Filing.

In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

11. Good Faith Covenant.

The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

12. Notices.

All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated representative.

The designated representative for the Board of Education is:

The designated representative for Netcong is:

Borough Clerk
Borough of Netcong
23 Maple Avenue
Netcong, NJ 07857

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper officers and caused their proper seals to be affixed hereto the day and year first above written:

ATTEST:



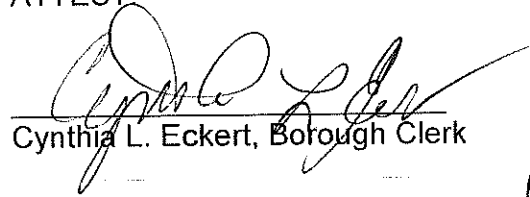
School Business Admin/
Board Secretary

NETCONG BOARD OF EDUCATION



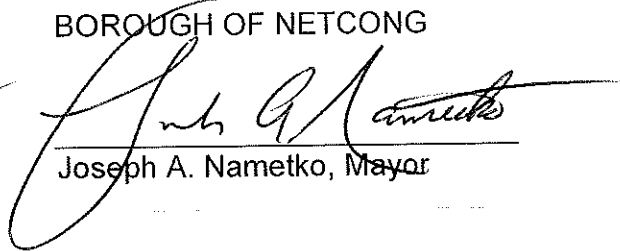
Board President

ATTEST:



Cynthia L. Eckert, Borough Clerk

BOROUGH OF NETCONG



Joseph A. Nametko, Mayor