

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: FREEHOLD TOWNSHIP COUNTY: MONMOUTH

RECIPIENT: FREEHOLD REGIONAL HS COUNTY: MONMOUTH
DISTRICT BOARD OF EDUCATION

BRIEF DESCRIPTION OF SERVICE:

LICENSED WATER TREATMENT OPERATIONS FOR
COLTS NECK HIGH SCHOOL

EFFECTIVE DATE: 8/1/2017

EXPIRATION DATE: 7/31/2018

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 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

LICENSED WATER TREATMENT OPERATIONS FOR COLTS NECK HIGH SCHOOL

THIS SHARED SERVICES AGREEMENT (the “Agreement”) dated this 1st day of August, 2017, between the Township of Freehold, County of Monmouth, State of New Jersey with offices located at 1 Municipal Plaza, Freehold, New Jersey 07728 (hereinafter referred to as “Freehold Township”) and the Freehold Regional High School District Board of Education, County of Monmouth, State of New Jersey, with offices located at 11 Pine Street, Englishtown, New Jersey 07726 (hereinafter referred to as the “FRHSD BOE”) (Freehold Township and FRHSD BOE hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes local government units, including school districts, to enter into contracts with each other to subcontract any service which the parties to an agreement are empowered to render within its own jurisdiction; and

WHEREAS, Freehold Township and FRHSD BOE are both required to provide services for their respective Water Treatment Plants (the “Services”) for their respective local units; and

WHEREAS, the Parties are of the opinion that the Services can be more efficiently and economically provided to their respective units through a joint agreement for the subcontracting of such Services; and

WHEREAS, the Parties are desirous of renewing the Shared Services Agreement that would authorize the contracting of the Services by Freehold Township to the FRHSD BOE; and

WHEREAS, both Freehold Township and FRHSD BOE have, by public resolution, authorized entering into of this Agreement for the sharing of the Services.

For and in consideration of the mutual promises and covenants of the Parties as set forth below, the Parties hereby agree as follows:

1. The WHEREAS clauses set forth above are repeated and incorporated herein as a material part of this Agreement.

2. General Requirements of Services to Be Performed:

Freehold Township hereby agrees to provide its Licensed Water Treatment Operators identified below to the FRHSD BOE in order to operate the Water Treatment Plant at Colts Neck High School in accordance with all applicable statutes, administrative regulations, policies, this Agreement and the attached description of the Services pertaining to the specific functions, responsibilities, and duties associated with the Services.

The following employees of Freehold Township, who possess the identified New Jersey State Operational Licenses, will be available under the Supervision of Freehold Township for oversight of their delivery and performance of the Services:

<u>Freehold Township Utilities Staff</u>	<u>Licenses</u>
Robert J. Koches, Superintendent of Water and Sewer	T-4, C-3 & W-4
James Alexander, Supervisor of Water and Sewer	T-3, C-2 & W-2
Timothy Keune, Supervisor of Water and Sewer	T-2, C-3 & W-3
John Molnar, Supervisor of Water and Sewer	T-2, C-2 & W-2

Freehold Township reserves the right to substitute any of the above identified personnel for each of the positions in connection with the delivery of the Services, however, any such replacement personnel must hold the same or superior licensing and hold the same position of responsibility with Freehold Township in order to deliver the Services to the FRHSD BOE.

Any employees of Freehold Township engaged in providing the Services shall at all times maintain the confidentiality of any and all matters and information involving the FRHSD BOE, and shall not discuss any confidential information with any employees or other representatives of Freehold Township without the express advance written consent of the FRHSD BOE.

Freehold Township shall be considered the primary employer for any of its staff members/employees involved in providing the Services, and will be responsible to provide any mandated employer insurance coverages, including health insurance and workers compensation. It is agreed that no employer/employee relationship will exist or be implied between the Freehold Township employees providing the Services and the FRHSD BOE. Freehold Township shall also be considered to be the primary contracting party with any of its professional or other service providers which may be involved in providing the Services.

The FRHSD BOE agrees for the duration of this Agreement and for a period of one year past its expiration, it will not employ any Freehold Township employee, contractor or agent that provides the Services in accordance with this Agreement.

3. Standards and Scope of Performance:

The Services provided to the FRHSD BOE shall be in accordance with the description of the Services, which is attached hereto as Exhibit "A."

The Parties understand and agree that the scope of the performance of the Services will be subject to emergent and unforeseen circumstances in each of the Parties and the Parties will cooperate to ensure that each Party's needs are met should these situations arise.

4. Duration and Termination:

This Agreement shall commence on August 1, 2017, and end on midnight July 31, 2018 **[SHOULD NOT EXCEED 10 YEARS]**.

However, prior to July 31, 2018 **[DATE OF EXPIRATION]**, either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

5. Payment for Services:

The FRHSD BOE agrees to pay Freehold Township a fixed annual fee of \$22,368.60 for the sharing of the Services, payable monthly. Freehold Township will issue a monthly invoice (\$1,864.05) to the FRHSD BOE, which shall be due within thirty (30) days of the date of the invoice.

However, in the event one or both Parties elect to terminate the Services consistent with the provisions of this Agreement, the Parties agree that the fixed annual fee of \$22,368.60 for those Services shall be reduced based upon the date that such termination becomes effective.

The \$22,368.60 fee for the Services may be periodically adjusted every twelve (12) months in light of the actual experience and manner in which the Services have been provided to the FRHSD BOE. Such a modification/adjustment shall be set forth in a written addendum to this Agreement, signed by each of the Parties hereto.

6. Expenditures:

All expenditures incurred in providing Services to the FRHSD BOE shall be the sole responsibility of the FRHSD BOE.

Additional expenses incurred specifically on behalf of each respective Party shall be the sole responsibility of that Party. The individual(s) providing the Services shall obtain necessary approval when mandated by each respective Party's policies and/or regulations, and submit any such expenses incurred on behalf of the respective Party for reimbursement to that Party's Business Office per the respective Party's policy.

7. Evaluation of the Services:

The manner in which Freehold Township provides the Services to the FHRSD BOE shall be evaluated by both Parties at least six (6) months prior to the conclusion of July 31, 2018. Any form used for this evaluation shall be mutually agreed upon and adopted by the Parties. This is not intended to be, nor should it become an evaluation of the individual(s) providing the Services; rather it is an evaluation of the effectiveness of the Services being delivered to the FRHSD BOE, and being provided by Freehold Township under this Agreement.

This evaluation shall assess the level of effectiveness and quality of the services provided by Freehold Township, and in so doing, will consider the criteria outlined in Exhibit "A" attached hereto, as well as include any concerns that either Freehold Township or the FRHSD BOE may have regarding the delivery of the Services. A copy of any written evaluation by the FRHSD BOE shall be furnished to Freehold Township so that its input can be provided. This evaluation shall be utilized by both Freehold Township and the FRHSD BOE to determine whether this Agreement should be renewed at the conclusion of this Agreement and, if so, whether there should be any modifications to the Agreement.

8. Shared Services Liaisons

The Township Administrator from Freehold Township and the Assistant Superintendent of Business Administration of the FRHSD BOE (or their respective designees) shall attempt to resolve any disputes or issues which arise under this Agreement in the first instance. In the event an agreement cannot be reached, any aggrieved party may appeal to the Commissioner of Education or Monmouth County Superior Court based on the nature of the dispute.

9. Hold Harmless

FRHSD BOE shall indemnify, defend and hold Freehold Township harmless from and against any and all liability and expense, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with any injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken, or out of the activities of the FRHSD BOE in connection with this Agreement, except for Claims arising through the sole negligence, recklessness or willful misconduct of employees of Freehold Township

Freehold Township shall indemnify, defend and hold the FRHSD BOE harmless against any and all liability and expense, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with any injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for any negligent or intentional act, omission, or error of any tier, including any workers' compensation suits, liability, or expense, arising from or connected with any Services performed by any Freehold Township employee, including but not limited to, bodily injury, death, personal injury or property damage.

10. Entire Agreement

This Agreement sets forth the entire understanding of the Parties hereto with respect to its subject matter. The Agreement shall not be modified, in whole, or in part, except in writing signed by each of the Parties hereto.

11. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

12. Governing Law

This Agreement shall, in all respects, be governed by and construed under the laws of the State of New Jersey.

13. Severability

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms, conditions or applications shall not be deemed to be valid except to the extent permitted by law, but all other terms, conditions and applications shall continue in full force and effect.

14. Public Inspection

Each Party shall maintain a copy of this Agreement on file at its offices, which shall be open to the public for inspection.

15. Notices

All notices and other communications hereunder sent by either Party shall be in writing and shall be deemed to have been given to the other Party when delivered or three (3) days after mailed by First-Class Registered or Certified Mail, postage prepaid, and addressed to:

Freehold Township: Township of Freehold
1 Municipal Plaza
Freehold, New Jersey 07728
Attn: Township Administrator

FRHSD BOE: Freehold Regional High School District Board of Education
Eleven Pine Street
Englishtown, New Jersey 07726
Attn: Assistant Superintendent for Business

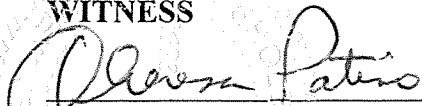
16. Approval

This Agreement has been approved by each Party by public resolution at a duly convened meeting. The respective individuals executing this Agreement below are duly authorized on behalf of each Party to enter into this Agreement.

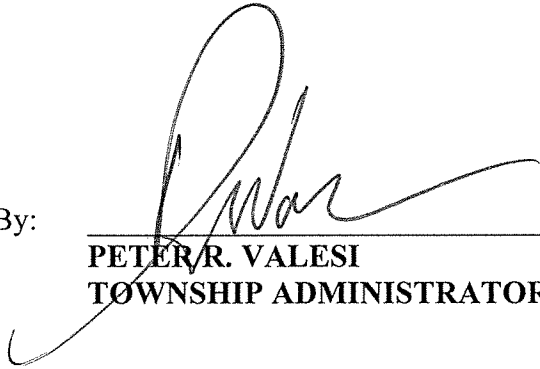
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and date first written above.

TOWNSHIP OF FREEHOLD

WITNESS



THERESA PATINO
TOWNSHIP CLERK

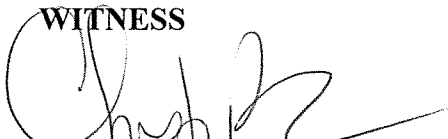
By: 

PETER R. VALES
TOWNSHIP ADMINISTRATOR

Date: 7-11-17

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

WITNESS



[NAME/TITLE]
Christine Colavito
Executive Secretary

By: 

SEAN BOYCE
ASSISTANT SUPERINTENDENT FOR
BUSINESS

Date: 10.13.2017

EXHIBIT "A"

DESCRIPTION OF THE SERVICES – DUTIES AND RESPONSIBILITIES

Freehold Township licensed operators will:

1. Perform weekly visits to the Water Treatment Facility at Colts Neck High School;
2. Conduct chemical analyses of the water to include:
 - a. PH;
 - b. Chlorine;
 - c. Iron; and
 - d. Manganese;
3. Complete and submit weekly, monthly and yearly regulatory reports to the New Jersey Department of Environmental Protection ("NJDEP"), with copies to the Freehold Regional High School District Administration Building;
4. Perform routine maintenance on chemical feed equipment; and
5. Assist Freehold Regional High School District maintenance staff with any operational issues that may arise.

Notwithstanding the above, the Freehold Regional High School District Board of Education's laboratory will continue to perform the required NJDEP sampling; however Freehold Township operators will prepare and send the reports to the required agencies.