



DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: WOODBRIDGE TOWNSHIP Board of Education COUNTY: Middlesex

RECIPIENT: Woodbridge Township COUNTY: Middlesex

BRIEF DESCRIPTION OF SERVICE:

Summer Recreation Transportation

EFFECTIVE DATE: 6/25/18

EXPIRATION DATE: 8/31/18

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.

SEP 10 2018

SHARED SERVICES AGREEMENT BY AND BETWEEN
THE WOODBRIDGE TOWNSHIP BOARD OF EDUCATION AND THE TOWNSHIP OF
WOODBRIDGE IN CONNECTION WITH BUS SERVICE FOR THE TRANSPORTATION
OF CHILDREN FOR THE TOWNSHIP'S DEPARTMENT OF RECREATION

THIS SHARED SERVICE AGREEMENT ("Agreement") by and between the
WOODBRIDGE TOWNSHIP BOARD OF EDUCATION ("Board") AND THE TOWNSHIP
OF WOODBRIDGE ("Township") (collectively "Parties").

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., the Uniform Shared Service and Consolidation Act (the "Act"), a board of education and a municipality may enter into a contract for the joint provision of service or services within their several jurisdictions, and said service or services may be performed by either entity on behalf of the other, to promote efficiencies and economies in the delivery of same; and

WHEREAS, the Board and the Township are desirous of entering into a shared services agreement for the purpose of providing the Board's bus transportation services to and from the Township Department of Recreation's Summer Recreation Camp at Merrill Park in Colonia, New Jersey and the Special Recreation Camp at one of the Board's schools in the Woodbridge Township School District ("District"); and

WHEREAS, the Board and the Township have each duly authorized the entering into of this Agreement to provide for the same.

NOW, THEREFORE, the parties hereto, in consideration of good and mutual covenants, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. NATURE AND EXTENT OF SERVICES.

a. Summer Recreation Day Camp

- (i) The Board will provide the Township with use of the Board's bus service for the purpose of "picking up" and "dropping off" campers at the beginning and end of each camp day for the Township's Summer Recreation Day Camp held in Merrill Park in Colonia, New Jersey, The Summer Recreation Day Camp will be held on each week day between June 25 through August 3, 2018 with the exception of July 4, 2018 that is twenty-nine (29) camp days total. Additional camps have been added as follows; Highland Grove Camp, and Woodbridge Community Center Camp and Teen Camp between June 25 through August 31, 2018 with the exception of July 4, 2018 for a total of forty-nine (49) camp days, inclusive of twenty trips. Depending on enrollment and at the discretion of the Board's Business Administrator/Board Secretary, the Board will provide the township with use of one or two buses on each camp day to pick up and drop off campers for transportation for the Summer Camp

programs. Buses must be available until each and every camper has arrived at home.

- (ii) A bus route, which includes the location and time at which each camper shall be picked up and dropped off shall be designed by the Board's Business Administrator/Board Secretary and provided to the Township's Director of Recreation. Each bus stop shall be close to each camper's residence as possible.
- (iii) Prior to the beginning of the Day Camps. The Board's bus service shall contact every camper's parent or guardian to inform him or her of the location of the camper's bus stop.
- (iv) In the event of rain during the camp day, the Board's bus company shall be available to pick up the campers from Merrill Park or their respective bus stops and drop them off at a local school to be specifically designated by the Board's Business Administrator/Board Secretary. A determination as to whether or not the bus company's schedule should be altered in this regard shall be at the discretion of the Township's Director of Recreation.
- (v) On six separate camp days, the Board's bus service shall take the Merrill Park campers on field trips. In each instance, the Board's bus service shall pick up and drop off each of the campers to and from Merrill Park. The dates of the Summer Recreation Day Camp's field trips shall be provided to the Board's Business Administration/Board Secretary as soon as such dates have been scheduled by the Township's Director of Recreation so that appropriate arrangements can be made with the Board's bus service.

b. Special Recreation Camp

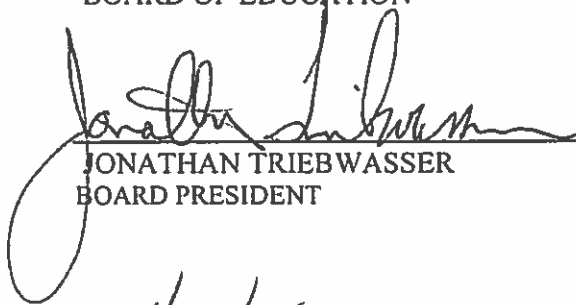
- (i) The Board will provide the Township with use of the Board's bus service for the purpose of "picking up" and "dropping off" campers at the beginning and end of each camp day for the Township's Special Recreation Camp held in one of the District's schools, to be designated by the Board at a later date ("designated school") The Special Recreation Camp will be held on each week day between August 6, 2018 and August 23, 2018 with the exception of Friday's, that is twelve (12) camp days total. Depending on enrollment and at the discretion of the Board's Business Administrator/Board Secretary, the Board will provide the Township with use of one or two buses on each camp day to pick up and drop off campers for transportation to and from the Special Recreation Camp, the board's bus service shall ensure that the campers arrive at the designated school at 9:00 a.m. and that the campers are picked up from the designated school at 1:00 p.m. Buses must be available until each and every camper has arrived home.

- (ii) The location of the designated school shall be provided to the Township's Director of Recreation as soon as the appropriate District school has been designated by the Board for use by the Special Recreation Camp.
 - (iii) A bus route, which includes the location and time at which each camper shall be picked up and dropped off shall be designed by the Board's Business Administrator/Board Secretary and provided to the Township's Director of Recreation. Each bus stop shall be as close to each camper's residence as possible.
 - (iv) Prior to the beginning of the Special Recreation Camp, the Board's bus service shall contact every camper's parent or guardian to inform him or her of the location of the camper's bus stop.
 - (v) On two separate camp days, the Board's bus service shall take the campers on field trips. In each instance, the Board's bus service shall pick up and drop off each of the campers to and from the designated school. The dates of the Special Recreation Camp's field trips shall be provided to the Board's Business Administrator/Board Secretary as soon as such dates have been scheduled by the Township's Director of Recreation so that appropriate arrangements can be made with the Board's bus service.
2. COSTS. In return for the Board's provision of the above described services, the Township shall reimburse the Board the sum of forty one thousand eight hundred and eight dollars and fifty six cents (\$41,808.56) toward the cost of the Board's bus service.
 3. NO ASSIGNMENT. This Agreement shall not be assigned by either the Board or the Township without the express, written consent of the other party.
 4. INTEGRATION. The provisions of this agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.
 5. INDEMNIFICATION. The Board and the Township shall each hold harmless, defend and indemnify the other for any loss, damage or claim incurred by or asserted against the other resulting directly from the performance of its respective obligations hereunder.
 6. NONDISCRIMINATION. To the extent applicable, the Board and the Township agree to comply with the relevant provisions of the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and the regulations promulgated pursuant thereto, N.J.A.C. 17-27.
 7. GOVERNING LAW. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.

8. 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 by a court of competent jurisdiction, then the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provision of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and affect.
9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Board and the Township and all of which shall be regarded as one original and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the Board and the Township have caused this Agreement to be executed by their duly authorized officials as follows:

WOODBRIAGE TOWNSHIP
BOARD OF EDUCATION



JONATHAN TRIEBWASSER
BOARD PRESIDENT

8/20/18
Date

ATTEST:

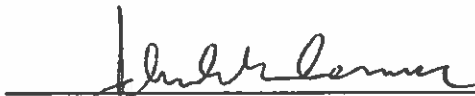


BRIAN WOLFERTMAN
BUSINESS ADMINISTRATOR/
BOARD SECRETARY

8/20/18
Date

TOWNSHIP OF WOODBRIDGE

ATTEST:



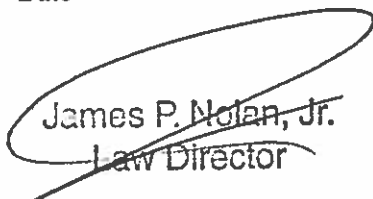
JOHN H. McCORMAC
MAYOR

8/10/18
Date



JOHN M. MITCH
MUNICIPAL CLERK

8/13/18
Date



James P. Nolan, Jr.
Law Director