

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: EAST GREENWICH TOWNSHIP COUNTY: GLOUCESTER

RECIPIENT: EAST GREENWICH BOARD OF EDUCATION COUNTY: GLOUCESTER

BRIEF DESCRIPTION OF SERVICE:

East Greenwich Township is providing crossing guard services to the East Greenwich Board of Education at their cost.

EFFECTIVE DATE: March 12, 2013

EXPIRATION DATE: December 31, 2013

Please submit this cover sheet with shared service agreement either via email to EKG@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.

RESOLUTION NO. 66 -2013

THIS RESOLUTION AUTHORIZES EAST GREENWICH TOWNSHIP TO ENTER INTO A SHARED SERVICES AGREEMENT PURSUANT TO N.J.S.A. 40A:65-4 WITH THE EAST GREENWICH BOE

WHEREAS, The East Greenwich Township School District is in need of school crossing guards to assure the safety of the school children; and

WHEREAS, The East Greenwich Township Governing Body is able to provide school crossing guards at a capped cost not to exceed \$18,000.00 per year; and

WHEREAS, Pursuant to N.J.S.A. 40A:65-4, the parties are permitted to enter into a Shared Service Agreement where the Township of East Greenwich will provide the crossing guards and bill the School District on July 1st and December 31st of each year; and

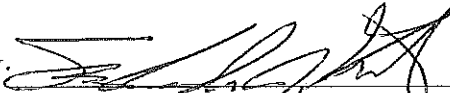
WHEREAS, The East Greenwich School District shall reimburse the Township an amount not to exceed \$18,000.00 during the calendar year; and

NOW THEREFORE BE IT RESOLVED, that Mayor Grant is hereby authorized to negotiate a Shared Services Agreement with the East Greenwich Township School District, wherein the Township of East Greenwich shall provide school crossing guards to the School District who shall be billed the actual cost incurred by the Township on July 1st and December 31st of each year but in no event shall the School District pay more than the sum of \$18,000.00 per calendar year.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Authorization is limited to the terms set forth within this resolution.

This Resolution shall take effect immediately upon passage.

TOWNSHIP OF EAST GREENWICH

BY: 
FREDERICK J. GRANT, Mayor

ATTEST:


SUSAN M. COSTILL, Township Clerk

CERTIFICATION

I, Susan Costill, Township Clerk, of the Township of East Greenwich, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of East Greenwich, held on Tuesday, March 12, 2013.


SUSAN M. COSTILL, Township Clerk

**SHARED SERVICES AGREEMENT FOR REIMBURSEMENT OF CERTAIN
EXPENSES PERTAINING TO PROVISION OF ADULT CROSSING GUARDS**

THIS SHARED SERVICES AGREEMENT (the "Agreement") is made this day of March, 2013, by and between the East Greenwich Township Board of Education ("the Board"), a local education agency in the State of New Jersey, with offices located on Kings Highway, East Greenwich Township, NJ 08056, and the Township of East Greenwich, County of Gloucester ("the Township"), a municipal corporation of the State of New Jersey, with offices located at 159 Democrat Road, Mickleton, New Jersey 08056.

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. ("the Act") authorizes local units, such as a school district and municipality, to enter an agreement with each other for shared services;

WHEREAS, the Township is vested with statutory authority to appoint, train, clothe, and station adult crossing guards pursuant to N.J.S.A. 40A:9-154.1 et seq.;

WHEREAS, the provision of adult crossing guards falls within the definition of "shared services" under Act;

WHEREAS, the Township recognizes an ongoing need to provide adult crossing guards for the children of East Greenwich Township, going to and from school but wishes to do so in a fiscally responsible manner ;

WHEREAS, the Board is desirous of the Township continuing to provide adult crossing guards and is willing to reimburse the Township for certain costs associated with the provision of the guards;

NOW THEREFORE, based upon these premises, and in consideration of the mutual promises and covenants set forth below, the Board and Township agree as follows:

1. **TERM.** The term of this Agreement shall be March 1, 2013 to December 31, 2013.

2. **SHARED SERVICES.** The Township shall be responsible for interviewing, appointing, training, clothing, supervising, compensating and stationing six (6) adult crossing guards to assure the safety of the students of the Board. In accordance with N.J.S.A. 40A:9-154.1 et seq. the adult crossing guards are the employees of the Township. It shall also be the responsibility of the Township to pay the salary and to cover the benefits, if any, owed the adult crossing guards, and to complete background checks. All costs, payroll, etc., associated with hiring, providing and administering the

necessary adult crossing guards, inclusive of maintenance of appropriate insurance coverages, shall be the responsibility of the Township.

3. **REIMBURSEMENT.** The Board shall reimburse the Township promptly upon receipt of the itemized bill for services up to an amount that shall not exceed \$18,000.00. The Board shall be billed on July 1st and December 31st.
4. **TERMINATION.** This Agreement may be terminated by either party giving sixty (60) days written notice to the other, except that the Agreement may not be terminated prior to July 1, 2013 absent a showing of good cause.
5. **GOVERNING LAW.** The terms of this Shared Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.
7. **SEVERABILITY AND MODIFICATION.** In the event that any portion of this Agreement shall be made inoperative by reason of judicial, administrative, or other ruling, the remainder of this Agreement shall remain in full force and effect.
8. **AVAILABILITY OF AGREEMENT.** A copy of this Agreement shall be on file and open to public inspection at the offices of Township and Board.
9. **NO ASSIGNMENT.** This Agreement may not be assigned by either party.
10. **SUPPORT REQUESTS.** The Township will designate one (1) person to be the liaison for these Shared Services with the Board.
11. **FILING OF AGREEMENT WITH DCA**

Each Party shall file a copy of this Agreement for informational purposes with the Division of Local Government Services in the Department of Community Affairs ("DCA").

12. **NOTICES.**

All notices and other communications hereunder shall be in writing and shall be deemed to have been properly given when delivered. Notice from the Township to the Board shall be made to the Superintendent. Notice from the Board to the Township shall be made to the Mayor. Delivery of notice may be made by sending the notice by e-mail, fax, regular mail, or certified mail.

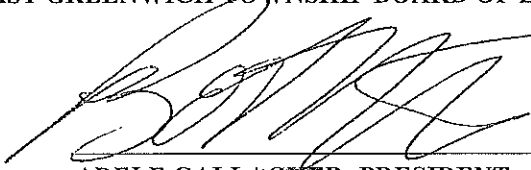
13. **APPROVAL.**

Each Party must approve this Agreement by an appropriate resolution referencing the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective Executives and their corporate seals affixed hereto and attested by their respective Clerk and Secretary the day and year first above written.

ATTEST:

EAST GREENWICH TOWNSHIP BOARD OF EDUCATION



4/17/13

ADELE GALLAGHER, PRESIDENT

BOB MILLER



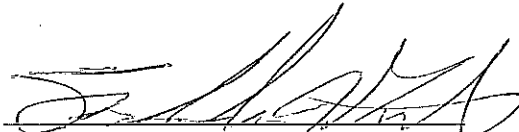
GREGORY WILSON, BOARD SECRETARY

ATTEST:

TOWNSHIP OF EAST GREENWICH



SUSAN COSTILL / CLERK



MAYOR FRED J. GRANT