

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: MARLBORO TWP BD OF ED COUNTY: MONMOUTH

RECIPIENT: MARLBORO TWP COUNTY: MONMOUTH

BRIEF DESCRIPTION OF SERVICE:

BUS TRANSPORTATION - SUMMER REC CAMP

EFFECTIVE DATE: 7/1/13

EXPIRATION DATE: 8/9/13

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.

RESOLUTION # 2013-193

AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE MARLBORO TOWNSHIP BOARD OF EDUCATION FOR BUS TRANSPORTATION SERVICES OF CHILDREN TO AND FROM THE TOWNSHIP OF MARLBORO'S 2013 SUMMER RECREATION CAMP PROGRAM

WHEREAS, the Marlboro Township Board of Education (the "Board") owns/leases a fleet of school buses used to transport children to and from schools that comprise the Marlboro Township School District (the "District"); and

WHEREAS, the Township of Marlboro (the "Township") intends to operate a Summer Camp Recreation Camp Program ("Summer Camp") for the Township's resident children, some of whom shall require transportation to and from home to the various camp sites (schools), as well as some of whom shall require transportation to and from the Township Recreation Center for the pre and after camp program to the various camp sites, as well as all campers who will require transportation to and from the various camp sites to the Aquatics Center, as well as all campers who will require transportation to and from the camp sites to other trip destinations inside and outside of the Township for Summer Camp activities (the "Transportation Services"); and

WHEREAS, pursuant to N.J.S.A. 18A:39-22, the Board is authorized to permit the use of school buses it owns or leases for the purpose of transporting children and adults participating in a recreation or other program operated by the municipality in which the Board's School District is located; and

WHEREAS, the Township and the Board desire to enter into a Shared Services Agreement to provide Transportation Services for the Summer Camp for the period commencing on or about July 1, 2013 and terminating on August 9, 2013; and

WHEREAS, the costs of the Transportation Services for Summer Camp shall be paid by the Township to the Board as follows:

- (1) Transportation to and from the camper's home to the various camp sites at the rates specified below for an amount not to exceed \$50,050.00:
 - (a) \$275.00 for each six week Summer Camp participant
 - (b) \$220.00 for each five week Summer Camp participant
 - (c) \$130.00 for each three week Summer Camp participant

- (2) For shuttle services comprising transportation of Summer Camp participants not to exceed \$40,000.00:
 - (a) to and from the Township Recreation Center for the pre and after camp program to the various camp sites
 - (b) to and from the various camp sites to the Aquatics Center

- (3) Transportation to and from trip destinations as determined by the Township Recreation Department, \$250.00 per day, per bus plus

the cost of tolls and parking fees: for an amount not to exceed \$66,000.00.

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes local units to enter into shared services agreements for the provision of services, including the transportation services contemplated herein; and

WHEREAS, the proposed Shared Services Agreement for the Transportation Services is on file in the Township Clerk's office in accordance with the provisions of N.J.S.A. 40A:65-5(b); and

WHEREAS, funds for the transportation services will be available in the Recreation Trust Account #09-201-55-400-288-480; and

WHEREAS, the Mayor and Marlboro Township Council desire to enter into the proposed Shared Services Agreement with the Board pursuant to the above-described terms and conditions for a total contract amount not to exceed \$156,050.00.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Marlboro, County of Monmouth, State of New Jersey, that the Mayor and Township Clerk are hereby authorized and directed to execute and witness, respectively, the proposed Shared Services Agreement in a form substantially similar as that attached hereto for the provision of transportation services for the Marlboro Township Summer Camp Program for the term and conditions described hereinabove; and

BE IT FURTHER RESOLVED, that, pursuant to N.J.S.A. 40A:65-4(b), a copy of the shared services agreement authorized herein shall be filed with the Division of Local Government Services in the Department of Community Affairs for informational purposes; and

BE IT FURTHER RESOLVED, that a copy of the shared services agreement authorized herein shall be open to the public for inspection in the Township Clerk's Office; and

BE IT FURTHER RESOLVED that a duly certified copy of this resolution be forwarded to:

- a. Marlboro Township Board of Education
- b. Recreation Department
- c. Business Administrator
- d. Chief Financial Officer

OFFERED BY: MAZZOLA

AYES: 4

SECONDED BY: MARDER

NAYS: 0

ABSENT: LAROCCA

Alida Manco

ALIDA MANCO
MUNICIPAL CLERK

Randi Marder

RANDI MARDER
COUNCIL VICE PRESIDENT

5/16/13

CERTIFICATION

I hereby certify the above to be a true
and exact copy of a Resolution adopted
by the Township Council of the Township
of Marlboro at a meeting held on 5-16-13

Alida Manco

Township Clerk

PURCHASE ORDER

Township of Marlboro

Finance Department
1979 Township Drive
Marlboro, NJ 07746
732-536-0200

THIS P.O.# MUST APPEAR ON ALL
VOUCHERS, CORRESPONDENCE,
INVOICE, SHIPMENTS, ETC.

2983

PO DATE
5/ 2/2013

CONTRACT NO.

REQ NO.
3096

DEPARTMENT
Swim

SIGN & RETURN PURCHASE ORDER TO FINANCE

VENDOR

4660
MARLBORO TOWNSHIP BOARD OF ED
1980 TOWNSHIP DRIVE
MARLBORO NJ 07746

SHIP TO

Marlboro Recreation
1996 Recreation Way
Marlboro NJ 07746

DESCRIPTION / SPECIAL INSTRUCTIONS

ACCOUNT	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
BLANKET					
0920155400288480	1.000		CONTRACTUAL SERVICES - SUMMER CAMP BUS TRANSPORTATION; TO/FROM SUMMER CAMP (NOT TO EXCEED)	50000.00	50,000.00
0920155400288480	1.000		BUS TRANSPORTATION; SHUTTLE SUMMER CAMP SITES TO/FROM AQUATICS CENTER (NOT TO EXCEED)	40000.00	40,000.00
0920155400288480	1.000		BUS TRANSPORTATION; SUMMER CAMP TRIPS (NOT TO EXCEED)	65000.00	65,000.00
Purchase Order Total					155,000.00

NO ORDER VALID UNLESS SIGNED BELOW

Approved for Purchase

Purchasing Agent

Certification of Funds



Finance Office / CFO

DEPARTMENT CERTIFICATION

I having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

SignatureDate

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

Vendor Sign Here DATE

Name (Print or Type)

Approved for payment

Check # Date

2013 Summer Camp Busing Proposal
From Marlboro Board of Education

(1) Transportation to and from the camper's home to the various camp sites at the rates specified below:

- (a) \$275.00 for each six week Summer Camp participant
- (b) \$220.00 for each five week Summer Camp participant
- (c) \$130.00 for each three week Summer Camp participant

(fee is per camper basis) est. 182 campers @ \$275/camper = \$50,050

(2) For shuttle services comprising transportation of Summer Camp participants:

- (a) to and from the Township Recreation Center for the pre and after camp program to the various camp sites
- (b) to and from the various camp sites to the Aquatics Center

160 shuttles @ \$250/shuttles = \$40,000

(3) Transportation to and from trip destinations as determined by the Township Recreation Department, \$250.00 per day, per bus.

44 Trips @ 6 busses @ \$250/bus = \$66,000

**Marlboro Township Board of Education
2013 Summer Recreation Camp Busing Proposal**

Cost for Campers to and from camp daily:

6 week campers	\$ 275
5 week campers	\$ 220
3 week campers	\$ 130

Cost for Shuttles to and from school and swim club daily \$ 40,000

A total of 7 busses will be provided for both to and from camp and shuttles

Campers must adhere to all bus safety rules and regulations as outlined on attached sheet.

No FOOD is permitted on bus.

NO REFUNDS WILL BE GIVEN

Parents of Kindergarten and 1st grade campers must be at stop, if not, child will be returned to Recreation Center

Buses will not enter cul-de-sacs, and there will not be door-to-door stops.

All drivers will wear Township Camp T-shirt and MTBOE photo identification.

Trips

Cost for daily trips to various locations, per day per bus \$ 250

A total of 6 busses will be provided

SHARED SERVICES AGREEMENT FOR TRANSPORTATION SERVICES

BETWEEN

THE MARLBORO TOWNSHIP BOARD OF EDUCATION

AND

THE TOWNSHIP OF MARLBORO

This Agreement is made this 3rd day of June, 2013, by and between the Marlboro Township Board of Education ("Board"), with its principal place of business at 1980 Township Drive, Marlboro, New Jersey and the Township of Marlboro ("Township"), with its principal place of business at 1979 Township Drive, Marlboro, New Jersey. WHEREAS, the Marlboro Township Board of Education (the "Board") owns/leases a fleet of school buses used to transport children to and from schools that comprise the Marlboro Township School District (the "District"); and

WHEREAS, the Township of Marlboro (the "Township") intends to operate a Summer Camp Recreation Camp Program ("Summer Camp") for the Township's resident children, some of whom shall require transportation to and from home to the various camp sites (schools), as well as some of whom shall require transportation to and from the Township Recreation Center for the pre and after camp program to the various camp sites, as well as all campers who will require transportation to and from the various camp sites to the Aquatics Center, as well as all campers who will require transportation to and from the camp sites to other trip destinations inside and outside of the Township for Summer Camp activities (the "Transportation Services"); and

WHEREAS, pursuant to N.J.S.A. 18A:39-22, the Board is authorized to permit the use of school buses it owns or leases for the purpose of transporting children and adults participating in a recreation or other program operated by the municipality in which the Board's School District is located; and

WHEREAS, the New Jersey State Legislature enacted the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. which authorizes public entities to enter into a contract with each other to share services which the entities are empowered to provide or receive within their own jurisdiction, including services incidental to the primary purposes of any of the participating public entities; and

WHEREAS, the Township and the Board desire to enter into a Shared Services Agreement to provide Transportation Services for the Summer Camp for the period commencing on or about July 1, 2013 and terminating on August 9, 2013; and

WHEREAS, the provision of such transportation services is consistent with and permitted by the Uniform Shared Services and Consolidation Act, is in the best financial interests of both the Township and Board of Education, and will enable the Township to meet its needs more efficiently and at a lower cost than if it had obtained the services elsewhere; and

WHEREAS, resolutions authorizing this Agreement have been approved and issued by both the Board of Education and the Township Council;

NOW, THEREFORE, in consideration of the mutual covenants, promises and consideration recited herein, the parties to this Agreement agree as follows:

I. Scope of Services

Transportation services for Township of Marlboro Summer Camp Recreation Camp Program as follows:

- A. Transportation to and from the camper's home to the various camp sites
- B. Shuttle services comprising transportation of Summer Camp participants (a) to and from the Township Recreation Center for the pre and after camp program to the various camp sites (b) to and from the various camp sites to the Aquatics Center
- C. Transportation to and from trip destinations as determined by the Township Recreation Department,

II. Contract Term

- A. The term of this Agreement shall commence on or about July 1, 2013 and terminating on August 9, 2013.

III. Contract Amount

- A. In consideration for the services provided pursuant to Section I of this Agreement, the Township shall pay:

- (1) Transportation to and from the camper's home to the various camp sites at the rates specified below for an amount not to exceed \$50,050.00:

- (a) \$275.00 for each six week Summer Camp participant
- (b) \$220.00 for each five week Summer Camp participant
- (c) \$130.00 for each three week Summer Camp participant

(2) For shuttle services comprising transportation of Summer Camp participants not to exceed \$40,000.00:

- (a) to and from the Township Recreation Center for the pre and after camp program to the various camp sites
- (b) to and from the various camp sites to the Aquatics Center

(3) Transportation to and from trip destinations as determined by the Township Recreation Department, \$250.00 per day, per bus plus the cost of tolls and parking fees: for an amount not to exceed \$66,000.00.

IV. Termination

A. This Agreement may be terminated as follows:

- i. For convenience. By either Party at any time upon twenty-one (21) days written notification to the other party.
- ii. For cause. By either Party upon ten (10) days written notice to the other Party after the other Party has received such notice specifying the failure to perform and fails to remedy and cure such failure within ten calendar days (10) of written notification.
- iii. By failure to extend this Agreement upon its expiration.

B. As set forth in Section A(ii), above, each Party shall have an additional ten (10) business days to cure any alleged breach after notification of same by the other party. If the cure requires more than ten (10) business days, the Parties shall immediately initiate steps which may be reasonably deemed to be sufficient to cure the alleged breach and thereafter continues and complies with all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

C. Upon termination, the Township shall pay to the Board of Education, on a pro-rata basis, all amounts then unpaid and due pursuant to this Contract for services performed through the date of termination.

V. Dispute Resolution

In the event of a dispute under this Agreement, the parties may enter into mediation proceedings to resolve such dispute, the cost of which shall be borne equally by both parties, and, should mediation not succeed or not be agreed to by both parties, any such dispute shall be heard in a court of competent jurisdiction venued in Monmouth County in the State of New Jersey.

VI. Indemnification

- A. The Township assumes all liability for, and agrees to indemnify, defend and hold the Board, collectively and individually, and its agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with the malfeasance and/or intentional and/or negligent acts or omissions by camp employees, the Township, its agents, servants or employees related to the performance of the Township's obligations under the terms of this Agreement or the transportation of campers to and from Township facilities and camp trips.
- B. The Board assumes all liability for, and agrees to indemnify and hold the Township and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with the malfeasance and/or intentional and/or negligent acts or omissions acts or omissions by the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement..

VII. Designated Contact Persons

- A. Pursuant to N.J.S.A. 40A:65-7, the Board of Education hereby designates the District Business Administrator, or her designee, as its contact person as required for all written notices and communications relative to the performance of this Agreement.
- B. Pursuant to N.J.S.A. 40A:65-7, the Township of Marlboro hereby designates Township Business Administrator as its contact person for all notices and communications relative to the performance of this Agreement.

VIII. Insurance

Both parties shall maintain: (a) General Liability Coverage in an amount not less than Two Million Dollars (\$2,000,000.00), and (b) Automobile Liability Coverage in an amount of not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement and cause the other party to be designated on said policies as an additional insured. The Township shall maintain Worker's Compensation Coverage for camp employees in the statutorily mandated amounts. The Board shall be named as an additional insured on the Township's liability policy. Evidence of same shall be provided to each party to this Agreement.

IX. Approval of Agreement

This Agreement shall be subject to approval by both the Marlboro Township Board of Education and the Marlboro Township Council prior to becoming effective.

X. New Jersey Law

This Agreement shall be construed in accordance with the provisions of the laws of the State of New Jersey.

XI. Entire Agreement

This Agreement represents and contains the entire terms of the Agreement between the parties, and shall supersede and replace all prior agreements or discussion between the parties regarding the services specified herein. This Agreement may be modified or amended only by written instrument signed by the parties or their authorized agents.

XII. No Joint Venture or Partnership

Nothing in this Agreement shall be construed to create a partnership or joint venture between the Township and the Board. The parties expressly disclaim any right to act by or on behalf of each other unless otherwise expressly provided for herein. Nothing herein shall be intended to create an employer-employee relationship between the Board of Education and the Township for any individual or employee covered under this Agreement. The Board assumes no responsibility for the payment of compensation, wages, benefits or taxes of any employees of the Township.

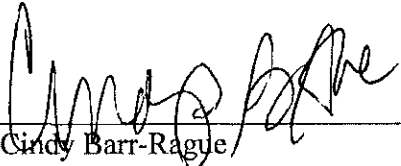
[SIGNATURES ON NEXT PAGE]

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

Attest:

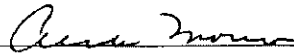
MARLBORO BOARD OF EDUCATION

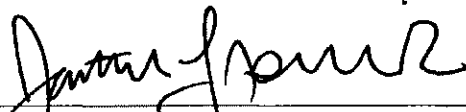
Elizabeth Walsh

By: 
Name: Cindy Barr-Rague
Title: Business Administrator/Board Secretary
Dated: June 18, 2013

Attest:

TOWNSHIP OF MARLBORO



By: 
Name: Jonathan L. Hornik
Title: Mayor
Dated: