

**SHARED SERVICES AGREEMENT  
BETWEEN TOMS RIVER TOWNSHIP AND THE  
TOMS RIVER REGIONAL SCHOOLS  
BOARD OF EDUCATION**

THIS AGREEMENT, made this 20<sup>th</sup> day of MAY, 2010, between the TOWNSHIP OF TOMS RIVER, (hereinafter "Toms River") a municipal corporation of the State of New Jersey, with principal offices at 33 Washington Street, Toms River, New Jersey, and the TOMS RIVER REGIONAL SCHOOLS BOARD OF EDUCATION (hereinafter "BOARD OF EDUCATION"), with principal offices at 1144 Hooper Avenue, Toms River, New Jersey, constitutes a Shared Services Agreement pursuant to N.J.S.A. 40:65A-1 et. seq.

**WITNESSETH**

**WHEREAS**, TOMS RIVER and the BOARD OF EDUCATION have concluded that the residents of the Township of Toms River will benefit from the sharing of services, and

**WHEREAS**, the parties hereto recognize that certain services may be more economically provided by one of the parties to this agreement, and

**WHEREAS**, the proper and respective public officials were authorized to execute this Shared Services Agreement pursuant to the adoption of Resolutions of their respective entities.

**NOW, THEREFORE**, and in consideration of the mutual promise set forth herein, the parties hereto agree as follows:

**1. PURPOSE**

The parties agree that this agreement shall provide for a sharing of resources and services, including but not limited to:

- a) The development and implementation of a Township-wide Geographic Information System ("GIS") and maintenance of Township tax map and other mapping services
- b) Provision of fuel dispensing services
- c) The construction of any or all capital improvements as may be authorized by the respective entities from time to time including construction supervision services.
- d) Snow plowing services, salting and sanding
- e) Road construction and repair

- f) Printing services
- g) Transportation services
- h) Custodial services
- i) Heating; venting and air conditioning maintenance and repair
- j) Public building and grounds maintenance and repair
- k) Engineering and design service
- l) Surveying services
- m) Solid waste collection and disposal, including recyclable materials
- n) Vehicle purchasing, maintenance, and repair
- o) Legal services
- p) Financial and auditing services
- q) Information technology, including computer and internet services, maintenance, repair
- r) Security and law enforcement services
- s) Employee labor
- t) Food services
- u) Sign shop

**2. TERM**

The services to be mutually furnished by this agreement shall commence retroactive to January 1, 2010. Pursuant to N.J.S.A. 40A:65-7a(4), this agreement shall continue in effect for 10 years from that date, unless properly terminated beforehand by the parties as provided below. This agreement may be extended beyond the 10 year term upon the written agreement of both parties.

**3. PROVISION OF SERVICES**

- a) For purposes of this agreement, any party performing a service on behalf of the other

party shall be deemed to be an agent of the non-performing party and said performing party shall have the full powers of performance and maintenance of the services contracted for and full powers to undertake any ancillary operations reasonably necessary or convenient to carry and its duties and obligations under this agreement including all powers of enforcement and administrative regulation. However no party hereto shall be liable for the cost of acquisition, construction or maintenance of any capital facility acquired by the performing party unless specifically provided for in this agreement or any subsequent amendment hereto.

b) If any party performing any service contemplated by this agreement utilizes the services of a private contractor to perform any or all of the services covered by this agreement, such party shall be required to award the work to be performed by the private contractor in full accordance with the "Local Public Contracts Law", N.J.S.A. 40A:11-1 et. seq.

c) Any services to be provided under this agreement must be authorized in writing by the Toms River Township Business Administrator, if on behalf of Toms River, or by the Superintendent/Business Administrator of the Board of Education, if on behalf of the Board of Education, prior to the actual provision of the service provided.

d) The cost of any service provided must be authorized and included in the current budget of the non-performing party.

#### **4. COMPENSATION**

a) The parties hereto agree that the services covered by this agreement shall be provided pursuant to the terms provided in the attached schedules. The fees pertaining to collection and disposal of solid waste are set forth in attached Schedule C.

b) The performing party shall prepare and submit invoices setting forth services provided. In the case of an ongoing service, an invoice shall be prepared and submitted on a monthly basis.

c) All properly presented invoices shall be paid within 90 days of submission.

d) In the event the non-performing party fails to make any payment within 90 days of submission, the performing party shall serve a written notice of default on the nonperforming party. If the non-performing party fails to cure such default within 30 days after receipt of notice, interest shall accrue at the rate of one and one-half per month on all outstanding

amounts.

e) The parties shall have the right to negotiate on a project by project basis for the provision of any service not contemplated by the rates established in Exhibit A. Any such negotiated agreement must be agreed to in writing by the Township Business Administrator on behalf of Toms River and the Superintendent/Business Administrator of the BOARD OF EDUCATION, and must be authorized and included in the current adopted budget and capital program. Any project not so authorized and/or included must be authorized by the Township Council of Toms River or the BOARD OF EDUCATION, as the case may be, prior to the service being provided

f) Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and other documents as one necessary to fully disclose to the other party or its authorized representatives, upon auditor reviews, sufficient information to determine compliance with their agreement or any applicable laws or regulations. Each party shall have the right to inspect these records upon reasonable notice to the other party.

#### **5. INDEMNIFICATION**

The performing party shall indemnify, hold harmless and defend the non-performing party, its elected and appointed officials, employees, officers and agents against all liability, claims, suits, losses, damages, costs and demands on account of bodily injury, death, property damage, arising as of or connected with the performance of any service authorized by this agreement.

#### **6. NOTICES**

All notices required by this agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested to the following persons:

**To Toms River:** Township Business Administrator, 33 Washington Street, Toms River, New Jersey 08753 with a copy to the Municipal Clerk

**To BOARD OF EDUCATION:** Superintendent of Schools, 1144 Hooper Avenue, Toms River, New Jersey 08753.

#### **7. ENTIRE AGREEMENT/AMENDMENTS**

The parties acknowledge and agree that this writing constitutes the only and entire agreement between the parties and supersedes any prior written agreement be authorized by

Resolution adopted by the Township Council on behalf of the TOMS RIVER and the BOARD OF EDUCATION.

**8. INTERPRETATION/CONSTRUCTION**

The parties agree that this agreement was prepared under authority of the State of New Jersey and therefore shall be interpreted by the laws of that State.

**9. DISPUTE RESOLUTION**

Any dispute arising out of this agreement shall be submitted for arbitration to the American Arbitration Association to be adjudicated pursuant to the rules and procedure of that organization. All decisions of the Arbitrators shall be binding upon the parties and may be docketed in any Court of competent jurisdiction as provided by Court Rule.

**10. ASSIGNMENT**

The rights, duties and obligations of this agreement may not be assigned without either party's prior written consent.

**11. NON-WAIVER**

It is agreed that a failure or delay in the enforcement of any of the provision of this agreement by either party shall not constitute a waiver of those provisions.

**12. SEVERABILITY**

If any provision or provisions of this agreement be determined to be invalid or contrary to New Jersey law, only these provisions shall be struck and the remaining provisions of this agreement shall survive

**13. FUNDING**

In accordance with N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided.

**14. FORCE MAJEUR**

In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strikes or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation a provided a reasonable extension to complete the obligation or service.

**15. AFFIRMATIVE ACTION**

The parties and their contractors, subcontractors, and agents agree to comply with all federal and state laws and/or regulations relative to affirmative action in the procurement of professional and service contracts (Exhibit B) and the same is incorporated herein and made a part hereof.

**16. TERMINATION**

This agreement shall expire on December 31, 2019, unless extended beyond or terminated before that date upon prior mutual agreement of the parties. The agreement may be terminated by either party upon 90 days prior written notice.

**17. INDEPENDENT PUBLIC AGENCIES**

The parties acknowledge and agree that they are associated for only the purposes set forth in this agreement and each is a public agency separate and distinct from the other. Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.

**18. PROPER AUTHORITY**

The parties hereto represent and warrant that the person executing this agreement has the full power and authority to enter into this agreement and that this agreement has been duly authorized by the appropriate resolution of each entity.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**ATTEST:**

*Wendy D. Saxton*

**WENDY SAXTON**, Secretary  
*Toms River Regional Schools  
Board of Education*

*Linda Garvey*

**LINDA GARVEY**, President  
*Toms River Regional Schools  
Board of Education*

*J. Mark Mutter*

**J. MARK MUTTER**, Township Clerk  
*Township of Toms River*

*Thomas F. Kelahr*

**THOMAS F. KELAHER**, Mayor  
*Township of Toms River*

# **SCHEDULE A**

**EXHIBIT A****MAINTENANCE CHARGES:**

Regular Hours	\$37.00 per hour
Overtime Hours (includes nights & weekends)	\$50.00 per hour

**PARTS MARKUP CHARGES:**

15% markup on all materials & parts ordered.

**BUS DRIVERS & BUS COSTS:**

Drivers	\$23.00 per hour
Overtime:	\$36.00 per hour
Cost of Buses	\$50.00 per day (plus \$0.50 per mile)

**FOOD SERVICES:**

Cafeteria Workers – (outside function)	\$27.00 per hour
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*Cost of food varies depending on needs. Please call Donna at (732) 914-5914 for estimate.*

**PRINTING NEEDS:**

<b>Letterhead</b>		
20 lb – White	500 sheets	\$27.97
<b>Envelopes:</b>		
Business Envelopes - #10 – 500/bx	1 box	\$17.47
Window Envelopes - #10 – 500/bx	1 box	\$18.88
<b>Mailing Labels:</b>		
Self-stick – 3" x 4"	500 labels	\$40.00
<b>Memo Pads:</b>		
8 ½ x 5 ½ - White – 50 pages per pad	20 pads	\$25.85
<b>Postcards:</b>		
Pre-printed Return	500	\$22.70

**TECHNOLOGY:**

Regular Hours	\$37.00 per hour
Overtime Hours (includes nights & weekends)	\$50.00 per hour

**CUSTODIAL:**

Regular Hours	\$26.00 per hour
Overtime Hours (includes nights & weekends)	\$36.00 per hour

**GROUNDS:**

Regular Hours	\$26.00 per hour
Overtime Hours (includes nights & weekends)	\$36.00 per hour

**SIGN SHOP:**

Regular Hours	\$32.00 per hour
Overtime Hours (includes nights & weekends)	\$46.00 per hour

**SECURITY:**

Regular Hours	\$26.00 per hour
Overtime Hours (includes nights & weekends)	\$36.00 per hour

**VEHICLE MAINTENANCE:**

Regular Hours	\$34.00 per hour
Overtime Hours (includes nights & weekends)	\$50.00 per hour

**SNOW PLOWING:**

Regular Hours	\$33.00 per hour
Overtime Hours (includes nights & weekends)	\$50.00 per hour

**SALT & SANDING:**

Regular Hours	\$33.00 per hour
Overtime Hours (includes nights & weekends)	\$50.00 per hour

**RESPONSE TIME:**

The ability to service Township of Toms River Buildings is dependent upon the ability to effectively staff Toms River Regional School facilities. If manpower is available, they shall than be dispatched to service the Township facility. Toms River Regional Schools will advise Township of their availability within a four (4) hour time period of the initial call.

# **SCHEDULE B**

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional orientation or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# **SCHEDULE C**

**FEEES FOR COLELECTION AND DISPOSAL OF  
SOLID WASTE AND RECYCLABLE MATERIALS**

1. For the collection and disposal of solid waste and recyclable materials, the Board of Education shall pay to the Township an annual lump sum payment of \$225,000.
2. The collection schedule shall be mutually agreed upon at the start of the each school year.
3. Upon request, the Township shall provide dumpsters for special events at a base rate of \$90.00 per hour plus the actual landfill cost for tonnage, which shall be disclosed to the Board of Education prior to fulfillment of a request for this service.
4. Should the landfill disposal costs increase during the term of this contract, those increased charges shall be payable by the Board of Education in addition to the fees established above.
5. The fees charged shall be reexamined on an annual basis and, with the parties' mutual written consent, adjusted to account for increases in the Township's costs to provide these services.
6. Collection shall commence effective July 1, 2010.