

Glassboro Public Schools



MEMO

To: Mark Silverstein

From: Lisa Ridgway

Date: October 5, 2023

Re: Resolution – Shared Services Agreement

Be it Resolved that the Board of Education does hereby approve the Shared Service Agreement with the Borough of Glassboro for field maintenance, as needed,

BOROUGH OF GLASSBORO

KAREN COSGROVE, RMC/CMR
Borough Clerk
Phone: 856-881-9230 ext. 88144
kcosgrove@glassboro.org



"Summit City USA"

BOROUGH CLERK'S OFFICE
1 South Main Street
Glassboro, N.J. 08028-2592
Fax: 856-881-4248

KATHLEEN McLEER, CMR
Deputy Borough Clerk
Phone: 856-881-9230 ext. 88199
kmcleer@glassboro.org

Borough of Glassboro Website
www.glassboro.org

September 28, 2023

Glassboro Board of Education
Attn: Lisa Ridgway
560 Joseph Bowe Blvd
Glassboro, NJ 08028

Dear Ms. Ridgway :

Enclosed please find two (2) original agreements between Glassboro School District and the Borough of Glassboro. Please have Dr. Silverstein sign both agreements, keep one for your records and send the other back to my attention.

I have also enclosed a copy of Resolution 282-23 "Resolution Authorizing Execution of Shared Services Agreement between the Borough of Glassboro and Glassboro School District to provide field maintenance services by the Glassboro Highway Department for the Glassboro School District".

Should you have any questions or concerns, I can be reached at the above telephone number, extension 88198 or via email at kkennedy@glassboro.org.

Sincerely,

Kerriane Kennedy
Administrative Assistant
Borough Clerks Office

ADOPTED
09-26-2023

RESOLUTION R: 282 - 23

**RESOLUTION AUTHORIZING EXECUTION OF SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF GLASSBORO AND
GLASSBORO SCHOOL DISTRICT TO PROVIDE FIELD MAINTENANCE
SERVICES BY THE GLASSBORO HIGHWAY DEPARTMENT FOR THE
GLASSBORO SCHOOL DISTRICT**

WHEREAS, the Borough of Glassboro wishes to enter into a Shared Services Agreement with the Glassboro School District to provide field maintenance services by the Glassboro Highway Department for the Glassboro School District; and

WHEREAS, the Glassboro School District shall reimburse the Borough of Glassboro for the amount of overtime paid to the Highway Department workers as payment for the field maintenance services by the Highway Department; and

WHEREAS, the governing body has reviewed the terms and conditions of said Shared Services Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey as follows:


1. That the governing body does hereby approve and authorize the execution of the attached Shared Services Agreement between the Borough of Glassboro and the Glassboro School District to provide field maintenance services by the Glassboro Highway Department for the Glassboro School District.

2. That the Mayor and/or Borough Administrator be and is hereby authorized to execute said Shared Services Agreement on behalf of the Borough of Glassboro.

ADOPTED
09-26-2023

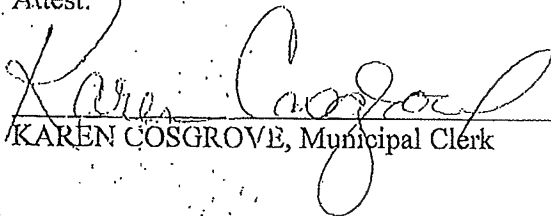
ADOPTED, at a regular meeting of the Mayor and Council of the Borough of
Glassboro on September 26, 2023.

BOROUGH OF GLASSBORO



JOHN E. WALLACE, III, Mayor

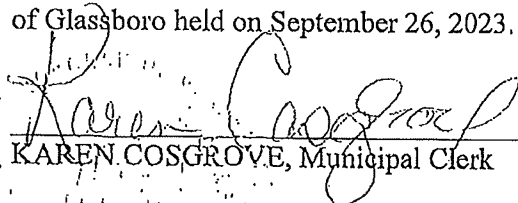
Attest:



KAREN COSGROVE, Municipal Clerk

CERTIFICATION

I, Karen Cosgrove, Municipal Clerk, the Borough of Glassboro, in the
County of Gloucester; do hereby certify that the foregoing Resolution was
presented and duly adopted by the Borough Council at a meeting of the Borough
of Glassboro held on September 26, 2023.



KAREN COSGROVE, Municipal Clerk

R: 282-23

SHARED SERVICES AGREEMENT

by and between

BOROUGH OF GLASSBORO

and

GLASSBORO SCHOOL DISTRICT

**TO PROVIDE FIELD MAINTENANCE SERVICES BY THE GLASSBORO HIGHWAY
DEPARTMENT FOR THE GLASSBORO SCHOOL DISTRICT**

Dated: 9/26/2023

**SHARED SERVICES AGREEMENT TO PROVIDE FIELD MAINTENANCE
SERVICES BY THE BOROUGH OF GLASSBORO HIGHWAY DEPARTMENT FOR
THE GLASSBORO SCHOOL DISTRICT**

THIS SHARED SERVICES AGREEMENT (“Shared Services Agreement” or “Agreement”), dated 9/26/2023 2023, is made by and between the Borough of Glassboro, a body politic and corporate of the State of New Jersey (hereinafter referred to as “Glassboro”), and the Glassboro School District (hereinafter referred to as “School District”), a body politic and corporate of the State of New Jersey (collectively hereinafter referred to as “Party/Parties”).

RECITALS

WHEREAS, the School District of the Borough of Glassboro desires to have field maintenance services provided by the Glassboro Highway Department for the Glassboro School District; and

WHEREAS, Glassboro, through the Glassboro Highway Department, has the resources to provide field maintenance services to the Glassboro School District; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. (“Shared Services Law”) specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and

WHEREAS, the parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

This Agreement sets forth the specific provisions for the Shared Services Agreement between Glassboro and the School District to provide field maintenance services to the School District in accordance with the Shared Services Law, as follows:

A. TERMS

1. Glassboro, through the Glassboro Highway Department, agrees to provide field maintenance services to the School District.
2. The School District shall reimburse Glassboro for the amount of over-time paid to the Highway Department workers as payment for the field maintenance services provided by the Highway Department to the School District.

3. Glassboro shall be paid directly by the School District for the field maintenance services of the Highway Department. Payment shall be received no later than 45 days after receipt of the billing for said services.

B. TERM OF AGREEMENT

1. The term of this Shared Services Agreement (Term) shall run from September 1, 2023 to June 30, 2024 and commence upon the execution by the parties of this Agreement.
2. The term of this Shared Services Agreement shall automatically renew for an additional one (1) year term on July 1st unless terminated by either Party, in writing, ninety (90) days prior to the end of the current term.

C. INDEMNIFICATION

Each party (“Indemnifying Party”) agrees to defend, indemnify and hold harmless (including payment of reasonable attorneys’ fees) the other party (an “Indemnified Party”) from and against all liability based on claims relating to the services (including death) to any person, to the extent resulting from the negligent acts or willful misconduct of the Indemnifying Party or its employees, agents, representatives or subcontractors. Each Indemnifying Party’s indemnity obligations hereunder shall be subject to the Indemnified Party: (a) promptly notifying the Indemnifying Party in writing of the claim; (b) granting the Indemnifying Party’s sole control of the defense and settlement of the claim; and (c) providing the Indemnifying Party, at the Indemnifying Party’s expense, with all assistance, information and authority reasonable required for the defense and settlement of the claim.

D. COMPLIANCE WITH LAWS AND REGULATIONS

The parties agree that they will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

E. MISCELLANEOUS

1. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the parties hereto.

2. **Supplements.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Shared Services Agreement.

3. **Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived herein.

4. **Amendments.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

5. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

7. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other addresses as each party may hereafter designate to the other parties in writing:

If to the BOROUGH OF GLASSBORO:
Edward Malandro, Borough Administrator
Borough of Glassboro
1 South Main Street
Glassboro, New Jersey 08028

If to the GLASSBORO SCHOOL DISTRICT
Dr. Mark J. Silverstein, Superintendent
Glassboro Board of Education
560 Joseph Bowe Blvd.
Glassboro, New Jersey 08028

8. **Covenants and Conditions.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the parties, and neither the officers, agents or employees of the parties nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

9. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

10. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

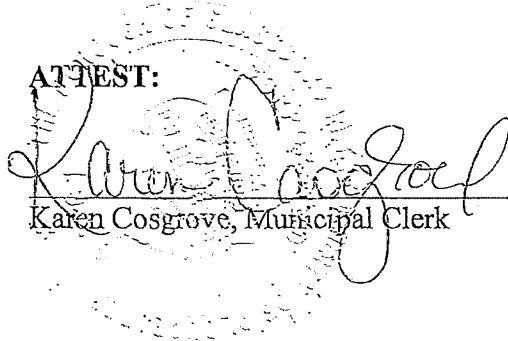
F. EFFECTIVE DATE

This Shared Services Agreement shall be effective as of this 26th day of September, 2023, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Shared Services Agreement.

G. SIGNATURES

IN WITNESS WHEREOF, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

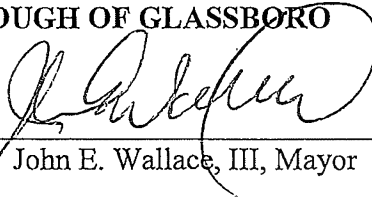
ATTEST:



Karen Cosgrove
Karen Cosgrove, Municipal Clerk

BOROUGH OF GLASSBORO

By: _____



John E. Wallace, III, Mayor

ATTEST:

Board Secretary

GLASSBORO SCHOOL DISTRICT

By: _____

Dr. Mark J. Silverstein, Superintendent

