

RESOLUTION NO. 2021-54
RESOLUTION REGARDING A SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF ABERDEEN AND
MATAWAN-ABERDEEN REGIONAL SCHOOL BOARD OF EDUCATION

WHEREAS, the Township of Aberdeen and Matawan-Aberdeen Regional School Board of Education are desirous to work in cooperative spirit to meet the short and long term needs of Aberdeen; and

WHEREAS, N.J.S.A. 40A:65-1 et seq., authorizes and encourages a municipality and a board of education to enter into contract for the joint provision within their jurisdiction of any service which either party is empowered to render within its own jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Aberdeen that the Township Manager and/or Mayor is hereby authorized and directed to execute on behalf of the Township of Aberdeen an Shared Services Agreement with the Matawan-Aberdeen Regional School Board of Education for the use of school buses for Summer Adventures Program.

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT (this "Agreement"), by and between the Township of Aberdeen, in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey (the "Township"), and the Matawan-Aberdeen Regional School Board of Education, in the County of Monmouth, New Jersey, a school district and political subdivision of the State of New Jersey (the "Board") (collectively the "Parties"), dated as of _____.

WITNESSETH:

WHEREAS, the Township and Board have worked in cooperative spirit to meet the short and long term needs of Aberdeen; and

WHEREAS, the Township and Board have certain needs that are best served through interlocal cooperation; and

WHEREAS, N.J.S.A 40:8A-1 et seq., authorizes and encourages a municipality and a board of education to enter into contracts for the joint provision within their jurisdiction of any service which either party to Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the purposes of the Township and the Board can be accomplished effectively through this Agreement; and

WHEREAS, the Township and Board desire to enter into this Agreement; and

WHEREAS, the Township has approved the execution of this Agreement by resolution adopted on _____ and the Board has approved the execution of this Agreement by resolution adopted on _____.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Joint Cooperation. The Township and Board shall provide, in cooperation with or on behalf of the other any desired services authorized by law (including, but not limited to, the use, lease or provision of either or both Party's employees or property, whether real or personal ("Property")), as may be from time to time authorized by joint or concurring resolution of the Parties ("Services Resolution").

Section 2. Services Resolutions, Procedures. Each Services Resolution shall be individually tailored and shall specifically indicate the nature of the service to be performed, Property to be used, and the approval of both Parties in providing the joint cooperating Property. The Services Resolution shall expressly make reference to this Agreement as the controlling document and shall incorporate the terms of this Agreement by reference. Upon passage by both Parties, the Services Resolution shall be appended to this Agreement. In the event that the Services Resolution and this Agreement conflict, the terms of this Agreement shall control. In no event may the terms of a Services Resolution modify this Agreement.

Section 3. Other Agreements Unaffected. All other interlocal services agreements, whether currently existing or not, shall remain in full force and effect and shall not be governed by the terms of this Agreement.

Section 4. Maintenance and Payment. Unless otherwise specified in a Services Resolution, each Party agrees to maintain its own Property. Any and all payments made for the use of Property in accord with a Services Resolution shall be specified in and made pursuant to that Services Resolution.

Section 5. Standards. Services performed through the use of the Property pursuant to a Services Resolution shall be governed by the reasonable satisfaction standard, unless a different standard is specified in such Services Resolution.

Section 6. No Assignment. The rights and the obligations under this Agreement and any Services Resolution shall not be assigned by either Party without the written consent of the other.

Section 7. Term of Agreement and Services Resolution. This Agreement shall be for a term of one (1) year from the date hereof and may be extended by mutual agreement of the Parties. Each Services Resolution shall be for such time periods as specified in said Services Resolution. Either party may cancel this Agreement, or any Services Resolution covered hereunder, on 90 days written notice to the other party. In the event that this Agreement ceases, any and all Services Resolutions passed in accordance with this Agreement shall also cease.

Section 8. Fees and Fee Shifting. Attorney's fees and fee shifting are prohibited under this Agreement and neither Party may recover fees from the other Party in the event that litigation or arbitration or any proceeding is brought to enforce the obligations of any Party under this Agreement or any Services Resolution.

Section 9. Joint Insurance. The Parties shall maintain a joint insurance policy in the usual and customary amount and in a form acceptable to both Parties to insure the Township and the Board's use of each other's Property. At the option of both Parties, the Parties may agree that a specific Services Resolution and the Property used thereunder not be covered by the joint insurance policy, and instead be covered by a separate policy or other insurance arrangement.

Section 10. Disputes. The Parties agree that, in the event a dispute arises as to the interpretation of this Agreement or a Services Resolution pursuant to this Agreement, the Township Administrator, on behalf of the Township, and the Superintendent of Schools, on behalf of the Board, shall be notified. The Township Administrator and Superintendent of Schools shall immediately confer on the disputed issue and attempt to reach an accord. If the dispute cannot be rectified, the matter shall be submitted to mediation, failing which, the matter shall be submitted to binding arbitration. New Jersey Law shall govern this Agreement and any Services Resolution pass pursuant to the same.

Section 11. Efficiency and Public Benefit. The Township and the Board concur that this Agreement is being undertaken on behalf of the general public of the Township of Aberdeen as the Agreement achieves economics and efficiencies beneficial to the constituency of the Township of Aberdeen.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly Authorized Representative, and the Board has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written, but on the date set forth below.

<Seal>

TOWNSHIP OF ABERDEEN
IN THE COUNTY OF
MONMOUTH, NEW JERSEY
as Township

By: _____

Date: _____

Attest: _____
Township Clerk

<Seal>

MATAWAN-ABERDEEN
REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION
IN THE COUNTY OF
MONMOUTH, NEW JERSEY
as Board

By: _____

Date: _____

Attest: _____
Board Secretary