

SHARED SERVICES AGREEMENT
FOOD SERVICES

THIS AGREEMENT made this ____ day of _____, in the year 2021, by and between the Ramapo Indian Hills Regional High School District Board of Education ("Ramapo") having offices located at 131 Yawpo Avenue, Oakland, New Jersey 07436, and the Franklin Lakes Board of Education ("Franklin Lakes"), having offices located at 490 Pulis Avenue, New Jersey 07417;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, Franklin Lakes does not maintain a food service operation program because it is exempt from this requirement pursuant to N.J.S.A. 18A:33-5; and

WHEREAS, Franklins Lakes is desirous of providing meals to those students in the Franklin Lakes Public School District who meet the eligibility requirements for free and reduced meals ; and

WHEREAS, Ramapo maintains a food service operation program through its food services contract with Aramark; and

WHEREAS, Ramapo is prepared to sell to Franklin Lakes meals to provide those students who are eligible for free and reduced meals at the same rate as Ramapo charges its students, plus a 15% administrative fee per meal; and

WHEREAS, Ramapo and Franklin Lakes are of the opinion that Franklin Lakes can provide meals to students eligible for free and reduced meals more efficiently and economically by utilizing the services of Ramapo's food service operation program through a joint agreement for the subcontracting of such services; and

WHEREAS, the parties are desirous of entering into a Shared Services Agreement wherein the services of Ramapo's food service operation program shall be subcontracted to Franklin Lakes.

NOW THEREFORE, based on the foregoing premises, and in consideration of the mutual promises and covenants of the parties as set forth below, both Ramapo and Franklin Lakes hereby agree as follows:

1. Services to be Performed

- A. Ramapo hereby agrees that, days on which school is open and meals are served to students in the Ramapo Indian Hills Regional High School District, to utilize its food service operation program to sell meals to

Franklin Lakes for those students in the Franklin Lakes Public School District who are eligible for free and reduced meals.

B. Franklin Lakes shall place its orders with Ramapo no later than the end of the preceding school day. For example, for meals to be served on a Friday, orders must be placed no later than the end of the school day on Thursday (assuming school is in session).

C. Franklin Lakes shall be responsible for transporting the meals from Ramapo to the Franklin Lakes Public School District and for providing its own containers to store and maintain the meals as they are transported to the Franklin Lakes Public School District.

2. Standards and Scope of Performance

A. Ramapo shall be responsible for complying with applicable food safety/health guidelines in accordance with New Jersey Department of Health until such time Franklin Lakes takes possession of the meals.

B. Franklin Lakes shall be responsible for complying with applicable food safety/health guidelines in accordance with New Jersey Department of Health when transporting the meals from the Ramapo Indian Hills Regional High School District and serving the meals to its students.

3. Costs and Payment Procedures

Franklin Lakes shall pay Ramapo a rate that equals the rate of each meal Ramapo charges its students, plus a 15% administrative fee per meal. Ramapo shall provide Franklin Lakes with an invoice on a monthly basis, and Franklin Lakes shall pay Ramapo in accordance with its normal payment procedures.

4. Duration

This Agreement shall commence on the date upon which the agreement is fully executed by both parties, and shall end on June 30, 2020. Either party may terminate this Agreement by providing at least thirty (30) days' written notice to the other party. It is within the exclusive discretion of the parties to decide whether this Agreement should be renewed, and should the parties wish to renew the Agreement, said renewal shall be effective upon the parties' execution of a written addendum that has been approved by both boards of education.

5. Indemnification

Franklin Lakes assumes all liability for, and agrees to indemnify and hold Ramapo and its members, employees, students, agents, and licensees, harmless

from and against any and all claims, losses, damages, injuries and expenses, including

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reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by Franklin Lakes, its members, employees, students, agents or licensees as it relates to Franklin Lakes' obligations under the terms of this Agreement.

Likewise, Ramapo assumes all liability for, and agrees to indemnify and hold Franklin Lakes and its members, employees, students, agents, and licensees, harmless from and 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, any acts or omissions by Ramapo, its members, employees, students, agents or licensees, as it relates to Ramapo's obligations under the terms of this Agreement.

6. Insurance

Both parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each party, throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured.

7. Merger

This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

8. Modification

This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

9. Waiver

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

10. Severability

If any of the provisions contained in this Agreement are held illegal, invalid or

unenforceable, the remaining provisions shall remain in full force and effect.

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11. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

12. Notice

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or three (3) days after mailed by First Class Registered or Certified Mail, postage prepaid, or certified facsimile transmission addressed to:

To Ramapo:

Mr. Thomas Lambe
Business Administrator/Board Secretary
Ramapo Indian Hills Regional High
School District Board of Education
131 Yawpo Avenue
Oakland, New Jersey 07436

To Franklin Lakes:

Ms. Trena Lambkin
Business Administrator/Board Secretary
Franklin Lakes Board of Education
490 Pulis Avenue
Franklin Lakes, New Jersey 07417

13. Assignment

Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

14. Section Headings

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

15. Counterparts

This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties

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sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year set forth below.

ATTEST:

**RAMAPO INDIAN HILLS
REGIONAL HIGH SCHOOL
DISTRICT BOARD OF EDUCATION**

By: _____
Thomas Lambe
Business Administrator/
Board Secretary

By: _____
_ John Kinney
Board President

Dated: _____

Dated: _____

ATTEST:

**FRANKLIN LAKES BOARD OF
EDUCATION**

By: _____
Trenae Lambkin
Business Administrator/ Board
Secretary

By: _____
Taso Katopodis
Board President

Dated: _____

Dated: _____