

Black Horse Pike Regional School District Maintenance Services Agreement

Agreement made the 1st day of April, 2019, by and between the Black Horse Pike Regional School District Board of Education (hereinafter referred to as "BHPRSD") and the Runnemede Board of Education (hereinafter referred to as "Runnemede").

Whereas, Runnemede desires to engage BHPRSD to provide certain maintenance services; and

Whereas, BHPRSD is willing to provide Runnemede such maintenance services;

Now therefore be it resolved, that the parties, intending to be legally bound, hereby agree as follows:

Term:

The Agreement shall commence on May 1, 2019, and continue for a term of thirteen (13) months thereafter, or until June 30, 2020. The Agreement shall automatically renew for successive twelve (12) month periods, unless sixty (60) days written notice by either party to the other is exchanged, indicating the intent to terminate the Agreement. Upon receipt of such notice to terminate, this Agreement shall expire at the end of the then current term and shall become null and void with no further legal effect. The parties agree that either may terminate this Agreement upon (60) days written notice served upon the other. No cause shall be required for either party to terminate this Agreement. Should any dispute arise regarding the termination of this Agreement, it shall be submitted to the County Superintendent of Schools for resolution.

General requirements:

- A. BHPRSD shall provide certain maintenance services to Runnemede from May 1, 2019 through June 30, 2020.
- B. BHPRSD shall maintain all records and will track maintenance provided to Runnemede to provide optimum service.
- C. The Director of Building and Grounds will maintain proper certification.

Supplies: Supplies to properly perform the services requested will be billed to Runnemede on a cost reimbursement basis.

Repairs/Routine Maintenance: Work to be performed by BHPRSD's tradesmen at a time and materials rate as follows:

- On-site Supervisor \$130 p/h
- HVAC \$90 p/h + materials
- Plumber \$90 p/h + materials
- Electrician \$90 p/h + materials
- Carpenter \$50 p/h + materials

*travel time to be added to total time.

Overtime, if required, to be charged at the rates applied in the current contract.

BHPRSD Board of Education has review and oversight responsibility for its employees providing the services. The BHPRSD Board of Education has control over their actions or work while performing those duties.

Payment from the Runnemede Board of Education for these services shall be made upon the furnishing of an invoice by BHPRSD. Maintenance services will be billed monthly, as needed.

During the period of the shared services agreement as set forth above, and for a year thereafter, Runnemede shall not, on Runnemede's own behalf or on behalf of another, directly or indirectly, hire an employee of BHPRSD, contract with an employee of BHPRSD, solicit, or encourage an employee to leave the employ of the BHPRSD Board of Education. If Runnemede does hire, contract with, solicit or encourage an employee of BHPRSD to leave the employ

Board of Education in violation of this agreement, then Runnemede shall pay Board of Education an amount equivalent to the value of the services provided under this contract.

This Agreement constitutes the entire understanding of the parties with respect to the matters contemplated and dealt with hereby. Any modifications or changes hereto shall be in writing and signed by both parties.

This Agreement shall be governed by and constructed in accordance with the applicable laws of the State of New Jersey.

In Witness Whereof, and intending to be legally bound, the parties hereto set their hand and seal:

Runnemede Board of Education

Black Horse Pike Regional Board of Education

Superintendent

Superintendent

Business Administrator

Business Administrator

Date

Date