

**CAMDEN COUNTY EDUCATIONAL SERVICES COMMISSION
GENERAL SERVICES CONTRACT**

THIS CONTRACT is made and effective on July 1, 2020 by and between the Camden County Educational Services Commission, with offices located at 225 White Horse Avenue, Clementon, New Jersey 08021, (hereinafter referred to as the "Commission") and the BLACK HORSE PIKE BOARD OF EDUCATION whose address is 580 ERIAL ROAD, BLACKWOOD, New Jersey, 08012 (hereinafter referred to as "Board").

WITNESSETH:

WHEREAS, the Board desires to engage the services of the Commission to provide the requested services; set forth in the price list included hereto and incorporated herein as the "Services"; and

WHEREAS, the Commission is willing to provide the Services to the Board; and

WHEREAS, the Board has approved a resolution authorizing the assistance of the Commission to provide the Services;

NOW THEREFORE, the Commission and the Board, for the considerations herein specified, agree as follows:

1. The term of this contract shall be from July 1, 2020 to June 30, 2021.
2. The Board is solely responsible for the administration of its funds relative to the provision of the Services rendered pursuant to this Contract.
3. Services, if selected by the Board, will be provided by the Commission in accordance with the price list included with this contract. Prices include time off or away for the personnel delivering the Services for professional development, sick time, personal time, bereavement and other time away approved by the Commissions Superintendent or designee.
4. For the Services for Student Transportation rendered by the Commission under this contract, the Board shall pay to the Commission a sum of the districts portion of the cost of the shared route plus a 5 % (five) administration fee. The cost and the fee shall be prorated based upon the duration of the Services for Student Transportation.
5. For Public Relations Services rendered by the Commission or designee under this Contract, the Board through its superintendent shall provide written, or in the case of an emergency, verbal authorization permitting public disclosure by the Commission of information contained in a press release, advertisement or other copy in the course of the Commission providing Public Relations Services for the Board. Written authorization may be provided through email, fax or letter. Any and all time invested by Commission resources that are included in a formal proposal accepted by the Board's superintendent, or his/her designee shall be billable. Communications between the Board and the Commission pertaining to the provision of Public Relations Services shall remain confidential to the extent permitted by law.
6. The Commission shall bill the Board for the Services rendered on a monthly basis. The Board shall remit all amounts payable to the Commission within thirty (30) days following the receipt of each such invoice.

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7. The Board shall defend, indemnify and hold harmless the Commission, its agents, officials, representatives and employees from and against all claims, damages, or losses for which the Board is legally liable, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or part, from any intentional or negligent act or omission by the Board relative to the Services provided under this Agreement. This obligation shall be limited to claims, damages or losses covered by applicable insurance maintained by the Board.
8. The Commission shall defend, indemnify and hold harmless the Board, its agents, officials, representatives and employees from and against all claims, damages, or losses for which the Commission is legally liable, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or part, from any intentional or negligent act or omission by the Commission in rendering services under this Agreement. This obligation shall be limited to claims, damages or losses covered by applicable insurance maintained by the Commission, and shall exclude any claims, damages or losses in due process matters/proceedings and matters/proceedings related to provision of public relations services by the Commission.
9. This contract shall terminate at the expiration of June 30, 2021. No Services shall be performed by the Commission thereafter in the absence of appropriate prior authorization from the Board to do so, including a guarantee that the Commission shall be paid for all of the Services performed and costs incurred after the date of expiration. Notwithstanding the expiration date, either party may terminate this agreement prior to the expiration date of June 30, 2021 by giving sixty (60) days written notice to the other of its intent to terminate. This sixty (60) day termination provision also applies to placement of specific service providers. Termination shall become effective at the end of the notice period unless the Commission requests or agrees to an earlier termination date. Early termination shall not relieve the Board of the obligation to pay for any Services provided by the Commission through the end of the notice period. Any notice of termination shall be sent by certified mail. The notice period shall commence upon receipt of the certified mail. During the sixty (60) day period after such notice is received, the parties shall continue to act towards each other in good faith. Notice of termination to the Board shall be addressed to the Board at the address set forth on page one (1). Notice of termination to the Commission shall be directed to the address set forth in page one (1).
10. During the term of this contract and for a period of two (2) years following the termination of this contract, the Board agrees not to solicit for hire or hire as an employee, consultant or independent contractor, any employee and/or independent contractor under contract with the Commission. Should the Board desire to hire one of the Commission's employees, the Board agrees to provide sixty (60) days written notice to the Commission of its intent to hire. Upon resignation by the employee from the Commission and hiring by the Board, the Board agrees to pay the Commission a liquidated damages fee equal to one (1) month of the employee's last annual salary at the Commission. Should the Board desire to hire one of the Commission's independent contractors, the Board agrees to provide sixty (60) days written notice to the Commission of its intent to hire. Upon separation by the independent contractor from the Commission and hiring by the Board, the Board agrees to pay the Commission a liquidated damages fee of \$1,000.00.

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SIGNATURES ON NEXT PAGE

In witness whereof, and intending to be legally bound, the parties hereby set their hand and seals.

BLACKHORSE PIKE REGIONAL SCHOOL DISTRICT

BY:

(Authorized Signature)

NAME

DATE: _____

TITLE:

WITNESS:

(Signature)

NAME:

DATE: _____

Camden County Educational Services Commission

BY:

W P Madden

W. Patrick Madden
Business Administrator & Board Secretary

DATE: May 12, 2020

WITNESS:

Karen Willis

NAME:

Karen Willis
Asst. Business Admin.

DATE: May 12, 2020