

**SHARED SERVICES AGREEMENT BETWEEN THE MOUNTAIN LAKES BOARD OF EDUCATION  
AND THE BOONTON BOARD OF EDUCATION  
2<sup>nd</sup> RENEWAL OF A COOPERATIVE SPORTS PROGRAM - ICE HOCKEY (2-year TERM)**

**THIS AGREEMENT** made this 12 day of June, 2017 is entered into by and between the **MOUNTAIN LAKES BOARD OF EDUCATION** ("Mountain Lakes"), a duly constituted school district of the State of New Jersey with its principal place of business located at 400 Boulevard, Mountain Lakes, New Jersey, 07046, and the **BOONTON BOARD OF EDUCATION** ("Boonton"), with its principal place of business located at 434 Lathrop Avenue, Boonton, New Jersey, 07730.

**WHEREAS**, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40A:65-1 et seq., permits, authorizes, and encourages public bodies, including school districts, to enter into agreements with each other to contract for the provision of services which the parties to such agreement are empowered to render under and within its own jurisdiction, whether administrative, educational, instructional or otherwise; and

**WHEREAS**, the New Jersey Interscholastic Athletic Association, New Jersey State Interscholastic Athletic Association (NJSIAA) Bylaws, Article III, Section 10, authorizes cooperative sports programs; and

**WHEREAS**, Mountain Lakes and Boonton desire to enter into a Shared Service Agreement ("Agreement") in accordance with N.J.S.A. 40A:65-1, et seq. in order to facilitate a Cooperative Sports Program for Ice Hockey; and

**WHEREAS**, Mountain Lakes and Boonton have authorized and approved this Agreement by resolutions pursuant to N.J.S.A. 40A:65-5(a) duly adopted in accordance with law, both of which are attached hereto and incorporated herein as *Exhibit A*.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein, the parties, intending to be legally bound, agree as follows:

### **PROGRAM APPLICATION.**

Mountain Lakes and Boonton shall apply to the NJSIAA for approval to renew the cooperative sports program for the sport of Ice Hockey (the "Ice Hockey Program"). The purpose of the program is to afford greater opportunities for students to participate in interscholastic sports when the enrollment of their school would not allow either the initiation of such a sport or its continuance. The program application shall become part of this agreement. The cooperative sports program for Ice Hockey will cover all levels of High School competition e.g., Freshman, Sophomore, Junior Varsity and Varsity. No other sport for either school district shall be affected by this agreement.

### **SCOPE OF COOPERATIVE AGREEMENT.**

- a. Mountain Lakes shall serve as the sponsor school/host district and Boonton as the cooperating school. Mountain Lakes shall administer the Ice Hockey Program as any other sport in the host school. The NJSIAA shall consider Mountain Lakes the home site and as such it will be entitled to all league/conference and NJSIAA awards; and
- b. All student-athletes involved in the Ice Hockey Program shall adhere to the athletic policies established by Mountain Lakes including: academic eligibility, medical eligibility, attendance, and the athletic code of conduct which are incorporated by reference to the Student-Parent Handbook located at [www.mlschools.org/hs](http://www.mlschools.org/hs); and
- c. Mountain Lakes and Boonton shall each designate a Representative to monitor compliance with the Mountain Lakes athletic policies as they relate to the student-athlete participating in the Ice Hockey Program; and
- d. During the Ice Hockey season, the designated Representatives shall report daily to one another regarding player eligibility including, but not limited to: compliance with the Mountain Lakes athletic policies, attendance, policy violations, and subsequent penalties; and

- e. The parties agree that the Mountain Lakes High School Principal and Boonton High School Principal shall coordinate final decisions regarding student-athlete eligibility, policy violations, and implement subsequent punishment(s); and
- f. Mountain Lakes shall be responsible for transporting Mountain Lakes and Boonton students to the games; and
- g. Mountain Lakes shall assign all coaches for the Ice Hockey Program; and
- h. Mountain Lakes shall provide awards and letters to the Mountain Lakes and Boonton players in the Ice Hockey Program; and
- i. Boonton shall pay the league dues for Mountain Lakes and Boonton; and
- j. Boonton shall retain and compensate the officials both on-ice and off-ice for all games where payment is required;
  - For the 2017-18 school year, Boonton will pay a sum of \$6000 in order to satisfy items l and j; and
- k. Mountain Lakes and Boonton shall each designate a "Site Supervisor" for all Ice Hockey Program functions; and
- l. The designated "Site Supervisor" shall be responsible for monitoring student- athlete's compliance with the Mountain Lakes athletic policies during team functions and shall report all relevant information to the Coach and Athletic Directors; and
- m. It is anticipated that the Mountain Lakes Hockey Booster Club will provide the necessary equipment, pay fees for ice time and cover any additional expenses (to the extent the equipment and fees are not covered by the Mountain Lakes Hockey Booster Club,); and
- n. It is anticipated that all players and families will abide by the fees and responsibilities as established by the Mountain Lakes Hockey Booster Club; and

- o. Mountain Lakes and Boonton will share the cost of uniforms and any additional equipment that is not otherwise provided by the Booster Club[s].

**TERM.**

This Agreement shall commence immediately upon execution by both parties and shall extend for the 2017-18 school year. The term of this agreement may be extended by mutual agreement of the parties and approval of the NJSIAA.

**INSURANCE COVERAGE.**

The parties shall each maintain Student Accident policies that cover their own students in the usual and customary amount and in a form acceptable to both parties to ensure coverage for each district's students who participate in the Ice Hockey Program. Such coverage shall be equal to coverage for other sports in each of the school districts.

**TERMINATION.**

Each party may cancel this Agreement on sixty (60) days written notice to the other party. Neither party is permitted to withdraw from this Agreement during or prior to the completion of the sports season.

**AGENCY.**

Neither Mountain Lakes nor Boonton shall be the agent of the other pursuant to N.J.S.A. 40A:65-7. Neither party shall have authorization to bind the other except as provided herein or otherwise agreed to by the parties in writing.

**INDEMNIFICATION.**

Mountain Lakes shall indemnify and hold harmless Boonton, its elected and appointed officials, their employees, agents and servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from damages or injury

caused by, or resulting from, the negligent acts or omissions by Mountain Lakes' personnel arising out of this Agreement or any of the obligations assumed by Mountain Lakes hereunder, provided it is determined by a Court having the appropriate jurisdiction that Mountain Lakes is solely or jointly responsible for such liability. In the event it is determined by a Court that Mountain Lakes is not solely responsible for said liability, then Mountain Lakes' liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Mountain Lakes.

Boonton shall indemnify and hold harmless Mountain Lakes, its elected and appointed officials, employees, agents, and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from, the negligent acts or omissions by Boonton, its officers, agents, employees and students arising out of this Agreement or any of the obligations assumed by Boonton hereunder, provided it is determined by a Court having the appropriate jurisdiction that Boonton is solely responsible for such liability. In the event it is determined by a Court that Boonton is not solely responsible for said liability, then Boonton's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Boonton.

IN NO EVENT WILL MOUNTAIN LAKES BE LIABLE FOR ANY DAMAGES CAUSED BY BOONTON, ITS OFFICERS, AGENTS OR EMPLOYEES' FAILURE TO PERFORM UNDER THIS AGREEMENT. MOUNTAIN LAKES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. IN ADDITION, MOUNTAIN LAKES WILL NOT BE LIABLE FOR ANY DAMAGES CLAIMED BY BOONTON BASED ON ANY THIRD PARTY CLAIM.

#### **DISPUTE RESOLUTION.**

In the event of any dispute arising under this Agreement, the parties hereto shall meet, in order to attempt to amicably resolve any dispute in a manner which is equitable and in accordance with the stated intent and purpose of this Agreement. To that end, the parties agree that in the event a dispute

arises as to the interpretation of this Agreement the Principal of each High School shall first attempt to resolve any issue. In the event the matter is not resolved at the Principal level, the respective the Business Administrators and Superintendents of Schools shall be notified and the matter shall be referred to the Superintendents for resolution. In the event of a failure by the parties to amicably resolve such dispute, the matter may proceed as provided by New Jersey Law.

The laws of the State of New Jersey shall govern the validity of this Agreement, its interpretation, performance, and remedies for contract breach or any other claims related to this Agreement, without regard to any conflicts of law provisions that would apply the law of another jurisdiction.

**APPROVALS.**

The parties acknowledge that this Agreement and/or program application may be subject to approval by the Executive County Superintendent and/or the NJSIAA.

**ASSIGNMENT.**

Neither party may assign its rights or responsibilities under this Agreement without the written authorization of the other party.

**SEVERABILITY.**

If any term or clause of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue in full force and effect.

**NOTICE.**

Each notice or other communication that may be required to be given under this Agreement shall be in writing and shall be properly given and delivered during normal working hours to:

For Mountain Lakes:

Mountain Lakes Board of Education  
400 Boulevard  
Mountain Lakes, New Jersey, 07046  
Phone: (973) 334-8280  
Attention: Daniel A. Borgo  
Business Administrator/Board Secretary

For Boonton:

Boonton Board of Education  
434 Lathrop Avenue  
Boonton, New Jersey 07730  
Phone: (973)335-3994  
Attention: Michael Neves  
Business Administrator/Board Secretary

**NON-WAIVER.**

Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's rights thereafter to enforce such term.

This Agreement is entered into the day and year first written above.

Attest:

**MOUNTAIN LAKES BOARD OF EDUCATION**

By:

\_\_\_\_\_  
Daniel A. Borgo  
Business Administrator/Board Secretary

By:

\_\_\_\_\_  
Elena Goldthwaite  
Board President

Dated:\_\_\_\_\_

Attest:

**BOONTON BOARD OF EDUCATION**

By:

\_\_\_\_\_  
Michael Neves  
Business Administrator/Board Secretary

By:

\_\_\_\_\_  
Mrs. Irene LeFebvre  
Board President

Dated:\_\_\_\_\_

**EXHIBIT A**

**RESOLUTIONS**

*[SEE ATTACHED]*