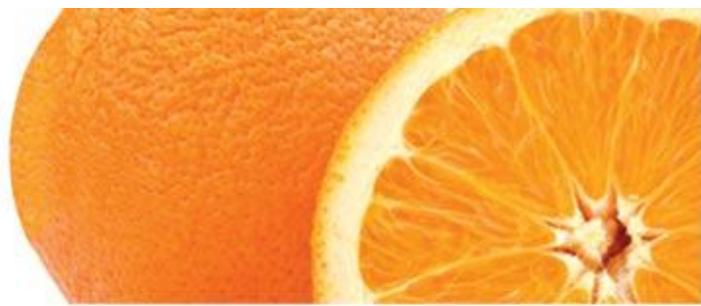


be
active



ShapingNJ **Joint Use Toolkit**

eat
smart



June 1, 2012

live
well



SHAPINGNJ

The State Partnership for Nutrition,
Physical Activity and Obesity Prevention



Office of Nutrition
and Fitness

(609) 292- 2209





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Overview of Joint Use Agreements

A joint use agreement (sometimes known as a “shared use agreement”) is a formal agreement between two or more partners. The purpose is to map out terms for sharing the use of specified community resources; the goal is to serve the public more efficiently. Joint use agreements are intended to benefit all in a community, and can be especially important for low-income communities with relatively fewer resources and facilities available to the public.

Improving people’s access to recreation areas such schools and parks through joint use agreements can also increase opportunities for physical activity. Increasing physical activity opportunities in all New Jersey communities is among the most important strategies in the fight against obesity and serious chronic diseases. Schools in particular offer a prime opportunity because they are often centrally located within a community and have facilities that could provide opportunities for residents to be active if they were available outside of normal school hours.

By sharing local resources, partner organizations are working together to create healthier, more livable environments for their communities.

There is no single best method to developing and organizing a joint use agreement, but planning, cooperation and partners’ willingness to come to agreement on a range of issues are required. Major responsibilities and risks for both parties must be spelled out and addressed.

The National Policy and Legal Analysis Network, otherwise known as NPLAN, is an organization supported by the Robert Wood Johnson Foundation to provide communities with resources that are legally sound, practical and accessible to prevent childhood obesity. This organization has developed a series of [downloadable model joint use agreements](#). The [NPLAN checklist](#) addressing how to develop a joint use agreement is available in Appendix A.

Types of Joint Use Agreement

Most frequently, joint use agreements open up public school facilities for public use during non-school hours. The second party is often a municipality (for example, through the recreation department) or community-based organization. A school may allow community members to use a track, playground or basketball court for free when school is not in session. Use of the school’s gym off-hours could provide local organizations with new opportunities for physical activity programming, such as senior fitness classes.



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Another example of joint use would be an organization with a community kitchen opening its facilities to a group wanting to offer classes on healthy meal preparation, or canning and preserving.

Potential targets of a joint use agreement include:

- Gymnasiums
- Playgrounds
- Community kitchens
- Fields
- Courts
- Tracks
- Walking trails
- Facilities owned by religious congregations
- Parks
- School facilities (for example, art or performance spaces)
- Community centers

Under joint use agreements, community groups or individual community members can use these facilities when the facilities would be otherwise closed for their normal or typical use. Organizations can also benefit from sharing the costs of equipment, supplies, water, electricity, and cleaning and custodial staff.

Because there is no single best method to developing various types of joint use agreements, NPLAN has provided a series of [downloadable model joint use agreements](#).

- **Model 1: Opening Outdoor School Facilities for Use During Non-School Hours** is the simplest of the model joint use agreements. It is an agreement in which the community can use designated school district outdoor recreation facilities.
- **Model 2: Opening Indoor and Outdoor School Facilities for Use During Non-School Hours** is a model agreement in which the community can use designated school district indoor and outdoor recreation facilities.
- **Model 3: Opening School Facilities for Use During Non-School Hours & Authorizing Third Parties to Operate Programs** is a model agreement in which the community can use designated school district indoor and outdoor recreation facilities, and it also allows for third parties, such as youth organizations or youth sports leagues, to operate recreation programs using school facilities.
- **Model 4: Joint Use of District and City Recreation Facilities** is a model agreement in which the school district and local government agree to open all or



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designated recreational facilities to each other for community and school use. It also allows for third parties, such as youth organizations or youth sports leagues, to operate recreation programs using school facilities.

New Jersey Examples

Neptune Township Board of Education and the Township of Neptune have a joint use agreement to share a wide variety of facilities owned by the Board of Education to provide indoor and outdoor recreation facilities to community members through the Neptune Department of Parks and Recreation (see Appendix B).

Piscataway Township Board of Education and the Township of Piscataway have a joint use agreement for the school district to store athletic equipment in municipal facilities and use municipal parks for athletic activities (see Appendix C).

Who Should Lead and Be Involved with This Action?

Municipal officials and members of boards of education are typically involved in planning and implementing joint use agreements. Other representatives from community organizations such as churches and community centers may also be party to an agreement.

A lawyer to represent each partner can be used to better identify and understand the potential risks and liabilities of sharing a facility. School districts and municipalities generally have attorneys to provide such counsel. Local attorneys may also be willing to offer legal counsel at reduced rates or for free (*pro bono*) to community- and faith-based organizations.

Timeframe

It can take a few weeks to several months to create negotiate a joint use agreement, depending on the motivation of the parties and the complexity of the agreement.

Project Costs and Resource Needs

Creating an agreement: One compelling reason to *create* a joint use agreement is to maximize use of underutilized community resources, so benefits to the community should outweigh costs of creating the agreement.

In fact, the cost of legal advice is typically the most significant cost of creating a joint use agreement, if the parties do not have access to staff or *pro bono* attorneys. It is important also to remember that working together may involve significant time and effort, which



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can be referred to as “intangible costs”. Those developing the agreement should schedule meetings and plan ahead what will be discussed and accomplished at each meeting.

Implementing an agreement: For a discussion of costs entailed in *implementing* a joint use agreement, see “Considerations for Policy-and Decision-Makers,” below.

Why Is It Important?

Regular physical activity promotes important health benefits and reduces risk for obesity. The [“2008 Physical Activity Guidelines for Americans”](#) recommends at least one hour of physical activity daily for children and adolescents, and for adults 150 minutes of moderate or 75 minutes of vigorous activity per week.

Providing access to safe, affordable and convenient recreational facilities is a critical strategy for helping children and adults be more physically active, especially in lower-income communities that may lack such facilities.

Leading public health authorities, including the Centers for Disease Control and Prevention, the U.S. Department of Health and Human Services and the American Academy of Pediatrics, recommend sharing existing school and community recreational facilities to promote opportunities for physical activity. For example, Healthy People 2020 objectives recommend that school recreational facilities be open to the community before, during and after school hours, as well as on weekends, holidays and over the summer.

An April 2012 [research brief](#) from Active Living Research (a national program of the Robert Wood Johnson Foundation) on the effects of joint use agreements on physical activity levels reported that children who have access to school recreational facilities outside of regular school hours are more likely to be physically active:

- A survey of 12- to 18-year-old adolescents in three cities (Boston, Cincinnati and San Diego) found that these youth were significantly more likely to be physically active when they had access to fields and play areas after school.
- A study in two lower-income New Orleans communities found that the number of children who were physically active outdoors (i.e., those who were walking or very active in their neighborhood and/or a schoolyard) was 84 percent higher in a community that opened a schoolyard for public play than in a community that had closed schoolyards.



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Survey results also showed that children living in the community with the open schoolyard spent less time watching television, movies and playing video games on weekdays.

Considerations for Local Policy-Makers and Decision-Makers

The April 2012 research brief also identified key issues that local policy- and decision-makers should consider when creating and negotiating joint use agreements. The list below is adapted from that [research brief](#).

Liability and Insurance: School decision-makers should become familiar with liability protections that apply specifically to the community use of their recreation and sport facilities outside of regular school hours.

In addition, local schools, agencies and community groups can use joint use agreements to reduce their liability risk and associated costs through sharing responsibility for potential liability and liability insurance costs.

For New Jersey law governing liability, see the [liability resource](#) provided by NPLAN listed under “Additional Resources and References” in this document.

Maintenance: Decision-makers can address maintenance costs and responsibilities through joint use agreements as well. Joint use agreements can help schools and their partner(s) establish mutually agreed responsibility for facility maintenance and repair.

Responsibilities include determining 1) the amount of maintenance that will be required if facilities are shared outside of regular school hours; 2) if school staff or staff from the partnering organization will be responsible for maintenance; and 3) how maintenance costs will be shared. The sharing of maintenance costs may be partly based on the amount of time that a facility is used by each party. Written procedures can be employed to help address maintenance concerns and to discourage the misuse of facilities.

Safety Concerns and Security: Decision-makers should consider traditional proactive safety and crime prevention measures such as security cameras, warnings, emergency telephones and security personnel, as necessary, to deter criminal behavior. Further, partnerships with community organizations may instill a sense of ownership among members of the community resulting in a greater responsibility for the care and protection of a shared resource. Joint use agreements can be used to address, where necessary, maintenance and repair issues for potential vandalism or other misuse.

Scheduling: Shared use should consider priority of use, hours of availability and conditions of use. Joint use agreements can help schools and their partner(s) establish the priorities for each party in the use of shared facilities.



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Decision-makers may wish to develop a master plan that provides direction for priority of use. For example, when school recreational facilities are shared, the school might have first priority, followed by the partner organization, and then informal community use. In addition, hours of availability and conditions of use should be clearly stated. For example, certain facilities, such as tennis courts, might be open only to a school tennis team during spring games and practices, but open at night for members of a community tennis league when the cost of lighting is shared.

Costs and Operations: Decision-makers should carefully consider issues relevant to costs and operations when sharing facilities for the purpose of recreation and physical activity. Costs of equipment and supplies, water, electricity, maintenance, and staffing can all be shared. Joint use agreements often include a cost assessment that helps both partners better understand and address the costs associated with sharing facilities. In addition to costs, partner groups can share staff and resources, such as custodial and maintenance staff.

A joint use agreement can address compensation for overtime work, such as securing and inspecting the facilities. Additionally, union contracts and terms of employment for union employees, where relevant, should be addressed by the agreement.

What to Do and How to Do It (“How to”)

NPLAN offers a [downloadable checklist](#) covering in detail the essential steps to take to create a joint use agreement. The steps are listed below:

- Obtain approval from governing entities.
- Select negotiators.
- Work with risk management and legal counsel.
- Identify community and school needs.
- Inventory properties (all properties or in targeted areas).
- Agree upon scope of joint use.
- Inspect proposed joint use facilities.
- Identify and reach agreement on issues involving use.
- Identify and resolve employment issues.
- Develop a communication protocol.
- Identify and research agreement on issues involving third-party use.
- Agree upon improvements and improvement protocol.
- Agree upon cost analysis and allocation.
- Risk management and legal issues.
- Determine term of agreement, methods of evaluation, and renewal.
- Identify training needs and develop a training plan.



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- Develop ancillary documents.
- Receive formal approval.

See Appendix A for a copy of the downloaded checklist.

A template agreement used by the state of California regarding joint use of district and city recreational facilities included the following specifics:

| Elements of a California Joint Use Template | | | |
|---|--|--|---|
| <ul style="list-style-type: none"> • Term of Agreement • Effective Date | <ul style="list-style-type: none"> • Communication • Cooperative Agreement | Compliance With Law | Permitted Uses of Active Use Areas |
| Scheduling | Fees and Charges | Supplies | Parking |
| Improvements | Interagency Training | Supervision, Security, and Inspections | Maintenance, Custodial Services, and Facilities |
| Insurance | Liability and Indemnification | Restitution and Repair | Documentation and Allocation of Operational Costs |
| Any Additional Provisions Required by State and/or Local Law | Entire Agreement | Amendments | Termination of Agreement |

(Source: [Public Health Law and Policy](#))

Ways to Measure Progress

Measuring process: To track progress through the development and negotiation of a joint use agreement, it is important to establish a timeline or schedule. This allows all parties to track progress towards the end goal, a signed joint use agreement.

Measuring outcomes: To measure whether the joint use agreement increased community access to community facilities as intended, identify how people might have benefited from the agreement. For example, once the agreement is implemented, do more people use them? Do more individuals believe they or their children have a safe place to exercise? Do the facility and/or the programs offered there increase kids' or adults' desire and willingness to exercise more? Do more individuals feel confident that they or their children obtain the amount of physical activity recommend for health? Find simple ways to measure benefits, for example, through counts or brief surveys.



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Additional Resources and References

Promoting Physical Activity through Shared Use of School and Community

Recreational Resources: An Active Living Research brief summarizing findings on how joint use agreements affect community access to school and recreation facilities outside of school hours; this brief also addresses challenges commonly faced in creating and implementing such agreements.

<http://www.rwjf.org/files/research/74159.promoting.physical.ativity.shareduse.0412.pdf>

Toolkit: Opening Schools Grounds to the Community after Hours: Downloadable toolkits and resources are provided on the Public Health Law & Policy website to help communities and school districts work together to develop joint use agreements.

http://www.phlpnet.org/healthy-planning/products/joint_use_toolkit

Liability Risks for After-Hours Use of Public School Property to Reduce

Obesity: New Jersey: The March 2009 document, commissioned by NPLAN and authored by John Gabriel McGlamery and Tom Baker, summarizes New Jersey law governing liability for after-hours recreational use of school facilities.

http://www.nplanonline.org/sites/phlpnet.org/files/NJ_JointUse_Final_SP_20090311.pdf

NPLAN Resources: NPLAN has developed a series of Model Joint Use Agreements. They can all be downloaded at the below link to the NPLAN website, as well as additional resources that include a checklist for developing a joint use agreement, a description of joint use agreements (available in Spanish), and Liability and Law resources.

<http://www.nplanonline.org/childhood-obesity/products/nplan-joint-use-agreements>

Playing Smart: A joint use toolkit provided by NPLAN; major components include the relationship between joint use agreements and physical activity, building support, case studies, financing joint use, liability, model agreements, and sample agreements.

<http://www.nplanonline.org/nplan/products/playing-smart>

Joint Use Agreement website: A collection of various joint use agreements currently being developed across the nation, as well as analysis and recommendations by users.

<http://www.jointuse.org/newsroom/recent-headlines/>



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Appendix A: [NPLAN Checklist for Joint Use Agreement](#)

nplan

NATIONAL POLICY & LEGAL ANALYSIS NETWORK
TO PREVENT CHILDHOOD OBESITY



Checklist for Developing a Joint Use Agreement (JUA)

Many communities lack safe, adequate places for children and their families to exercise and play. Schools might have a variety of recreational facilities—gymnasiums, playgrounds, fields, courts, tracks—but many districts close their property to the public after school hours because of concerns about costs, vandalism, security, maintenance, and liability in the event of injury.

Most states currently have laws that encourage or even require schools to open their facilities to the community for recreation or other civic uses. Nonetheless, school officials may be reluctant to do so, cautious about the expense in times of increasingly tight budgets. The good news is that city, county, and town governments can partner with school districts through what are known as joint use agreements to address these concerns

A joint use agreement (JUA) is a formal agreement between two separate government entities – often a school and a city or county – setting forth the terms and conditions for shared use of public property or facilities. JUAs can range in scope from relatively simple (e.g., opening school playgrounds to the public outside of school hours) to complex (allowing community individuals and groups to access all school recreation facilities, and allowing schools to access all city or county recreation facilities).¹

Just as there is no one model JUA, there is no single method to develop an agreement. Successful JUAs require a lot of thought, effort, and cooperation to reach agreement on a range of issues.

This checklist is designed to identify issues for the parties to consider when developing a JUA to share existing facilities. Not all of the issues presented will be applicable in all situations, and there may be issues unique to a community that are not included here.

NPLAN has developed four model JUAs as templates for communities to use to develop their own agreements. See all NPLAN joint use products online at www.nplanonline.org.



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NATIONAL POLICY & LEGAL ANALYSIS NETWORK
TO PREVENT CHILDHOOD OBESITY

Checklist for Developing a Joint Use Agreement

2

| | | |
|--------------------------|---|--|
| <input type="checkbox"/> | Obtain Approval from Governing Entities | The school board and governing entity of the city, county, or town should first approve the concept of developing a JUA. ² |
| <input type="checkbox"/> | Select Negotiators | Identify the employees responsible for developing the agreement for each entity. They should have sufficient knowledge of their party's facilities and the authority to make required decisions on behalf of the entity. |
| <input type="checkbox"/> | Work with Risk Management and Legal Counsel | At the beginning of the negotiations, and as needed at different stages of the development of the JUA, consult with risk management and legal counsel. |
| <input type="checkbox"/> | Identify Community and School Needs | <p>Assessing the needs of the community and schools for additional recreation opportunities allows the parties to focus the scope of the agreement.</p> <p>Assess community needs to identify:</p> <ul style="list-style-type: none"> • Underserved communities, such as lower-income or communities of color that lack access to neighborhood parks or community centers; • Unmet recreation needs; • Locations in the community where recreation needs can be met by school facilities; and • The types of recreation facilities required to meet those needs. <p>Assess school/district needs to identify:</p> <ul style="list-style-type: none"> • Unmet recreation needs (that the city might meet); and • Unmet recreation facility needs (e.g., for improvements, maintenance assistance, scheduling assistance). |
| <input type="checkbox"/> | Inventory Properties (all properties or in targeted areas) | Identify properties that best serve unmet needs (by location, facility type, or other factor), and assess their suitability for joint use. Factors to consider include the condition of the property, and buy-in from school personnel and school families. |
| <input type="checkbox"/> | Agree upon Scope of Joint Use | The parties need to agree on the scope of the agreement, including which facilities upon each property (e.g., outdoor, indoor, which indoor facilities) to include in the agreement; whether to allow third parties to operate programs on the facilities; whether to open city properties to school use; and whether to consolidate scheduling of properties. |
| <input type="checkbox"/> | Inspect Proposed Joint Use Facilities | Both parties should inspect proposed facilities together to establish an understanding of and document the baseline conditions of the properties and facilities. |



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NATIONAL POLICY & LEGAL ANALYSIS CENTER
TO PREVENT CHILDHOOD OBESITY

| | | | |
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| <input type="checkbox"/> | Identify and Reach Agreement on Issues Involving Use | The parties need to agree on operational and management issues. | |
| | Priority of Uses | <ul style="list-style-type: none"> - Rank the priority of types of users to allocate facility use accordingly | |
| | Scheduling | <ul style="list-style-type: none"> - Determine which entity will be responsible for scheduling use - Determine how to accommodate schedule changes/cancellations | |
| | Access and Security | <ul style="list-style-type: none"> - Determine security needs - Identify employees who will need access to properties and facilities - Develop security protocol | |
| | Materials and Equipment | <ul style="list-style-type: none"> - Allocate responsibility for providing equipment/materials - Determine the need for storage - If storage is needed, determine location, access, and security | |
| | Supervision | <ul style="list-style-type: none"> - Determine the type of supervision required - Identify which party will be responsible for providing supervision | |
| | Custodial Services | <ul style="list-style-type: none"> - Determine the type of custodial services/equipment needed - Allocate responsibility for providing custodial services/trash containers | |
| | Toilet Facilities | <ul style="list-style-type: none"> - Determine access to existing facilities - Determine need for portable/temporary facilities - Allocate responsibility for providing and servicing portable toilets | |
| | Parking | <ul style="list-style-type: none"> - Determine access to parking facilities | |
| | Maintenance | <ul style="list-style-type: none"> - Allocate responsibility for regular property maintenance - Determine whether additional maintenance is needed, and which party will provide service | |
| | Inspection and Notification of Damage | <ul style="list-style-type: none"> - Determine the manner/frequency of property inspection - Determine protocol for notifying identified employees of damage, - Including whom to contact, by what means, and deadlines for contacting and responding | |
| Restitution and Repair | <ul style="list-style-type: none"> - Determine the method and responsibility for property repair - Determine the methods of calculating and allocating repair costs | | |



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Checklist for Developing a Joint Use Agreement

4

| | | |
|--------------------------|---|--|
| <input type="checkbox"/> | Identify and Resolve Employment Issues | To cover the facilities' extended hours of operation, both the school district and the city will likely require some of their employees to work additional time. Consult with legal counsel to resolve any employment-related issues, such as amending labor agreements or determining whether the entities may use volunteers to carry out some of these duties. |
| <input type="checkbox"/> | Develop a Communication Protocol | One of the most important elements of a successful JUA is ensuring effective communication between the parties during the term of the agreement. Identify the employees from each agency who will be responsible for (a) communicating to the other party about the agreement and (b) who will be responsible for making decisions regarding the agreement. Establish a process for resolving disagreements regarding any aspect of the agreement. |
| <input type="checkbox"/> | Identify and Reach Agreement on Issues Involving Third-Party Use | <p>If third-party users (such as youth organizations or youth sports leagues) will be allowed to operate programs using the facilities, the district and the city need to agree on various operational and management issues:</p> <ul style="list-style-type: none"> • Establish the priority of uses for third-party programs • Agree on the protocol for scheduling properties • Ensure third party permitting or lease procedures are adequate: <ul style="list-style-type: none"> - Address resource allocation pursuant to identified priorities - Access Issues - Fees - Insurance and risk management issues - Liability |
| <input type="checkbox"/> | Agree upon Improvements and Improvement Protocol | The parties should consider whether—and the conditions governing how—they will allow each other to make “improvements” (changes to the owner’s property made by or for the benefit of the party using the property). Determine whether the city will be authorized to improve district property, the conditions under which the city can improve property, how to allocate costs of improvements, and the ownership of the improvements. |
| <input type="checkbox"/> | Agree upon Cost Analysis and Allocation | The parties need to calculate the costs of the agreement and how to allocate those costs equitably. Determine which components of costs to measure, the methodology to use to determine costs, and how to allocate costs and fees. |
| <input type="checkbox"/> | Risk Management and Legal Issues | <p>The parties must consult with risk management professionals and legal counsel to determine insurance requirements, allocate risk, and ensure the agreement is consistent with state and local laws and regulations.</p> <ul style="list-style-type: none"> • Determine the types and amounts of insurance to require, consistent with legal and risk management requirements. Determine the types of documentation to exchange or require. • Allocate liability risk. Determine whether or what type of indemnification to require. • Ensure the agreement is consistent with existing state and local law and regulations, permitting procedures (or amend permitting procedures if necessary), and fee procedures or structure (or amend if necessary). |



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| | | |
|--------------------------|--|--|
| <input type="checkbox"/> | Determine Term of Agreement, Methods of Evaluation, and Renewal | <p>Determine the duration of the agreement, and the bases for cancelling or terminating the agreement before the term ends. Also determine what data to collect during the agreement, the nature and timing of its evaluation, and the process and conditions for renewing the agreement.</p> |
| <input type="checkbox"/> | Identify Training Needs and Develop a Training Plan | <p>Determine whether agency personnel need training to carry out the agreement, including instruction on any new procedures required by the agreement or any new duties assigned to employees. Determine who is responsible for conducting training, and identify employees who need to undergo training.</p> |
| <input type="checkbox"/> | Develop Ancillary Documents | <p>Develop exhibits to the agreement, as necessary:</p> <ul style="list-style-type: none"> • List of properties subject to the agreement • Inventory of the conditions • Hours of use • Operating rules • Insurance documentation • Third-party user forms |
| <input type="checkbox"/> | Receive Formal Approval | <p>The final step in completing the agreement is to ensure the governing entities formally approve the agreement.</p> |

NPLAN is a nonprofit organization that provides legal information on matters relating to public health. The legal information provided in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.

Support for this document was provided by a grant from the Robert Wood Johnson Foundation.

¹ In addition, in some communities JUIAs are used to construct new recreation and leisure facilities for use by schools and community members.

² Depending on the state and locality, a city, county, or town could enter into a JUIA with a school district or community college district. For purposes of this document, we will use "city" to refer to the local government and "district" to refer to the school or community college district.



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Appendix B: Neptune Township Example

INTERLOCAL AGREEMENT

between the

NEPTUNE TOWNSHIP BOARD OF EDUCATION, a corporation of the State of New Jersey, with its principal office located at 60 Neptune Blvd, Neptune, New Jersey 07753, hereinafter referred to as "**Board**," and the

TOWNSHIP OF NEPTUNE, a municipal corporation of the State of New Jersey, with its principal office located at 25 Neptune Boulevard, Neptune, New Jersey 07753, hereinafter referred to as "**Township**;"

WITNESSETH

WHEREAS, the above parties desire to enter into an **Interlocal Service Agreement** pursuant to N.J.S.A. 40:8A-1 et seq. to permit the **Township** to utilize various facilities owned and operated by the **Board** to provide recreational activities and programs to Neptune Township residents,

NOW, THEREFORE, the parties **DO AGREE** as follows:

1. The **Board** will make available the following facilities for use by the **Township**, at no charge, during hours and days mutually agreed upon by the **Board** and the **Township**:

Reynolds Athletic Complex – RAC (behind HS, and surrounding MS & Gables)

All-weather track

Synthetic surfaced field (1)

Turf soccer fields (5)

Professional Sand Volleyball court (1)

Tennis Courts (5)

Ropes/confidence Course (1 High and 1 low)

Softball fields (3) including field on Heck Avenue

Memorial Athletic Complex – MAC (behind Summerfield and a 621 Sycamore)

Softball field

Soccer turf field

Synthetic field w/lights

Neptune High School – priority given to students program needs

Gymnasiums (2)

Fitness and training room

MTL Performing Arts Center

Neptune Aquatic Center (NAC) – (when complete)

Neptune Middle School

Gymnasiums (2) each can be divided into two by lowering curtain

Community Room with 400 person capacity – stage, lighting and sound.

SummerWood Outdoor Environmental Trails

Summerfield School



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Outdoor amphitheater with outdoor stage
Indoor gym – can be divided into two stations by movable wall.

Green Grove School

Large open field
Indoor gym – can be divided into two stations by movable wall.

Shark River Hills School

Open field space – undesignated
Multi-purpose playground with in-line skating capability – dasher boards and goals. Could be used for ice skating if proper flooding technique is used.
Indoor gym – can be divided into two stations by movable wall.

Midtown Community School

Art room w/kiln
Music room
Indoor gym – can be divided into two stations by movable wall with locker rooms (2).
Stage with lighting, curtains and backdrops
Large cafeteria for group meetings
Community Safety Center – NTPD w/ conferencing rooms
Student Wellness Center
Intergenerational Tutoring Center
Large Media Center
District Parent Center
Green roof rooftop gardening

ECC

Indoor gym – can be divided into two stations by lowering curtain.

2. The **Township** will provide staffing, as needed, and appropriate insurance as required by the **Board**.
3. The **Board** will provide staff to open/close facilities and provide maintenance as the **Board** deems necessary.
4. The **Township** is obligated to adhere to safety recommendations/instructions made by the **Board** and/or Superintendent of Schools to in order to protect **Board** property.
5. The **Township** will submit a proposed “Schedule of Facility Use” to the **Board** on a periodic basis. Upon the approval of the **Board**, said schedule will become an attachment to this Agreement and shall serve as a list of the specific dates, times and facilities to be utilized by the **Township** under this Agreement for recreation purposes.

IN WITNESS WHEREOF the parties hereto have caused this **Interlocal Service Agreement** to be signed and attested to by their legal representatives as of the day, month and year indicated below.

NEPTUNE TOWNSHIP BOARD OF EDUCATION



The State Partnership for Nutrition, Physical Activity and Obesity Prevention

ATTEST: _____

Peter J. Leonard, Board Secretary
President

Beverly J. Holland, Board

DATED: _____

TOWNSHIP OF NEPTUNE

ATTEST: _____

Richard J. Cuttrell, Township Clerk

J. Randy Bishop, Mayor

DATED: _____



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Appendix C: Piscataway Township Example

This Shared Services Agreement for Purchase and Use of Soccer Equipment and Facilities is made this _____ day of _____, 2012 by the Township of Piscataway, a Municipal Corporation in the County of Middlesex and the State of New Jersey (hereinafter the “Township”) and the Piscataway Township Board of Education (hereinafter the “Board”).

WHEREAS the Board desires to purchase equipment identified as soccer field equipment, specifically identified in the Appendix 1 to this Agreement and to store the same at the Township “Green Acres” facility in order for this equipment to be used on Township property for the benefit of students participating in sport activities; and

WHEREAS the Township is agreeable to storing the same equipment on the Board’s behalf and permitting it to be used on Township property for the benefit of the Board and students using this equipment on Township parkland for athletic activities; and

WHEREAS the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the Township and the Board to effectuate this arrangement and execute this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Board may purchase, and the Township shall store and maintain equipment identified in Appendix 1 as soccer equipment pursuant to the terms set forth herein.



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2. The Board shall be permitted to use this equipment as they see fit and in accordance with this Agreement have access to the Township parkland known as (Green Acres) for the purpose of soccer and other related athletic and recreational activities.
3. The Board shall pay the sum of \$1.00 (One Dollar) to the Township for the storage and maintenance of this equipment and for the use of these facilities.
4. The Township shall store all of the equipment on the Green Acres Township Park and shall make available the use of this park to the Board for soccer and other athletic activities.
5. The parties agree to make all good faith attempts to coordinate Board recreational activities with Township recreational activities at the Green Acres Park.
6. The Board will notify the Township in writing when the scheduled use of this equipment in this park is required and specifically coordinate with the Township's Director of Recreation the use of the said equipment and facilities.
7. The Township will also have the right to use said equipment on the Township Green Acres Parkland for Township recreational activities. The Township will make all good faith efforts to coordinate with the Board for the use of this equipment and these facilities.
8. This Agreement shall take effect upon execution by both parties, and shall remain in effect through June 30, 2012, unless terminated sooner as provided for herein.
9. In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall provide written notice of the default to the other party and the defaulting party shall have ten (10) days to cure said



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default. In the event of an uncured default, either party shall have the right to terminate this Agreement, in writing.

10. In the event the parties renew this Agreement beyond June 30, 2012, then the Board may continue to use the soccer equipment and the Green Acres facility under conditions set forth in this Agreement.

11. The Township shall have no liability in the event of damage, theft or loss of the Board's property while being used and/or stored at the Green Acres facility.

12. The Board shall defend, save and hold harmless the Township, its officers, agents, servants, representatives and employees, from and against any and all suits, claims, demands or damages of whatsoever kind or nature arising out of or claim to arise out of any act, error or omission of the Township, its agents, servants, representatives or employees in connection with the purchase, storage and use of the equipment and/or Green Acres facilities, for Board purposes, including, but not limited to expenditures for costs and investigations, expert witnesses, court costs, council fees, judgments or similar expenses, except to the extent that any claims, damages, loss and expenses are sustained due to the willful misconduct or criminal actions of the Township.

13. This Agreement has been duly authorized by formal vote of the Board and the Township Council.

14. If any provisions of this Agreement shall be held invalid, its invalidity shall not affect any other provisions of this Agreement that can be given effect without the invalid provisions, and for this purpose the provisions of this Agreement are deemed to be severable.



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15. No delay or failure by the Township or the Board to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

16. This Agreement has been drafted jointly by the parties hereto, and it is not to be construed against either of the parties.

17. All notices required under this Agreement shall be delivered personally or sent by registered or certified mail to the respective parties, with copies of such notices being simultaneously sent to counsel as follows:

Township of Piscataway
Att: Melissa A. Seader, Township Clerk
455 Hoes Lane
Piscataway, NJ 08854

James F. Clarkin III, Esq.
Township Director of Law
1100 Centennial Ave, Suite 203
Piscataway, NJ 08854

Township of Piscataway
Board of Education
1515 Stelton Road
Piscataway, NJ 08854

David B. Rubin, Esq.
44 Bridge Street
P. O. Box 4579
Metuchen, NJ 08840

18. This Agreement constitutes the entire agreement between the parties hereto. This Agreement shall not be altered, amended, supplemented or terminated, except by an agreement in writing, signed by both parties hereto.



**The State Partnership for Nutrition, Physical Activity and
Obesity Prevention**

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers, attested to by the Clerk and Secretary, respectively, as of the day and year first above written.

ATTEST:

**PISCATAWAY TOWNSHIP
BOARD OF EDUCATION**

By:

ATTEST:

TOWNSHIP OF PISCATAWAY

By:

MELISSA A. SEADER, CLERK

BRIAN C. WAHLER, MAYOR