

**SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, STATE OF NEW JERSEY**

AND

**BOARD OF EDUCATION OF THE TOWNSHIP OF WEST
ORANGE IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY,**

**PROVIDING FOR REPLACEMENT OF BLEACHERS AT
VARIOUS FIELDS AT THE HIGH SCHOOL IN AND FOR THE
TOWNSHIP OF WEST ORANGE**

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township") and the Board of Education of the Township of West Orange in the County of Essex, New Jersey, a school district and political subdivision of the State of New Jersey (the "School District"), dated as of June ____, 2014.

WITNESSETH:

WHEREAS, the Township and School District have entered into various shared services and inter-local services agreements in the past, which enable the residents of the community to utilize facilities of the School District as community facilities for school and municipal services, including the athletic facilities at the West Orange High School Athletic Fields and Athletic Complex, including but not limited to Soriano Field and Lincoln Field (collectively, the "Athletic Complex"); and

WHEREAS, the Township and the School District have determined that it is the most cost effective and in the best interests of the Township, the School District and the residents thereof for the Township and the School District to be jointly responsible for providing new bleachers at the Athletic Complex; and

WHEREAS, the bleachers at the Athletic Complex have become outdated and antiquated; and

WHEREAS, the Township and School District agree that new bleachers at the Athletic Complex would be a beneficial use to the Township, the School District, and Township residents; and

WHEREAS, the Township and School District intend to improve or cause the improvements to the Athletic Complex by installing or causing the installation of new bleachers at the Athletic Complex, at the Township's expense as set forth herein, and the Township desires to assist the School District with the improvement of same (with such improvement being referred to hereinafter as the "Project"); and

WHEREAS, the Project cost is estimated to be \$57,000.00, which will be financed through bond obligations, as set forth in Township Bond Ordinance No. 2408-14 (the "Bond Ordinance"), the terms of which shall be deemed to be applicable to this Agreement and incorporated herein; and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law for the purpose of reducing property taxes through reduction of expenses; and

WHEREAS, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements pursuant to N.J.S.A. 40:48-2, N.J.S.A. 40:61-1, N.J.S.A. 40:61-5, N.J.S.A. 18A:20-22, and the Shared Services Act; and

WHEREAS, the Township approved the execution of this Agreement by resolution adopted on June ___, 2014, and the School District approved the execution of this Agreement by resolution adopted on June ___, 2014;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and the School District will act together in accordance with this Agreement to implement the Project for a total estimated cost of \$57,000.00, with the sum to be satisfied pursuant to the terms of the Bond Ordinance.

Section 2. The Township will, pursuant to the Bond Ordinance, make the funds available for implementation of the Project and/or shall provide the funds to the School District for implementation of the Project, and the School District shall be responsible for the implementation of the Project in accordance with the requirements of law.

Section 3. The Township shall be responsible for paying the amount of funds available pursuant the Bond Ordinance.

Section 4. The School District shall make the Athletic Complex available for the improvements and implementation of the Project at reasonable times, and shall be responsible for overseeing timely completion of the Project.

Section 5. Upon completion of the Project, the Athletic Complex shall continue to be available for use by the School District and the Township. The School District shall have scheduling preference for use of the Athletic Complex for school purposes, and the Township shall be able to use the complex for recreational purposes when such purposes do not conflict with the educational and school-related use of the complex.

Section 6. The Township and the School District each hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges, and any and all expenses (including, but not limited to, reasonable attorneys' fees) that either may be incurred or to which the parties may be subjected as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with its performance or nonperformance.

Section 7. The parties' rights and obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 8. This Agreement shall remain in effect for a period of ten (10) years from the date of this Agreement.

Section 9. This Agreement shall not affect or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to State and federal law.

Section 10. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

[SEAL]

**TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY**

By: _____
ROBERT D. PARISI, MAYOR

Date: June ____, 2014

Attest:

**BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE IN
THE COUNTY OF ESSEX, NEW JERSEY**

By: _____
, PRESIDENT

Date: June ____, 2014

Witness: