

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of East Newark COUNTY: Hudson

RECIPIENT: East Newark Board of Education COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Childhood Education Classes Verification of Students Residency Landscaping, Maintenance & Snow Removal Recreation Center Usage School Security Transportation of Students Veterans Park Field Officers

EFFECTIVE DATE: July 1, 2013

EXPIRATION DATE: June 30, 2014

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICE AGREEMENT FOR THE
MAINTENANCE AND USE OF THE RECREATION CENTER FOR EARLY
CHILDHOOD EDUCATION CLASSES**

BY THIS AGREEMENT, made on this 11 day of NOVEMBER 2013, by and between THE BOROUGH OF EAST NEWARK, ("Borough"), a municipal corporation of the State of New Jersey, having its principal offices at 34 Sherman Avenue, East Newark, New Jersey; and THE BOARD OF EDUCATION OF THE BOROUGH OF EAST NEWARK, ("Board") a municipal corporation of the State of New Jersey, organized pursuant to N.J.S.A. 18A:1-1 et. seq., having its principal place of offices at 501-11 North Third Street, East Newark, New Jersey it is mutually agreed to as follows:

WHEREAS, the Board requires additional space to provide early childhood education classes to its pupils registered to grade pre-kindergarten; and

WHEREAS, the Borough owns a facility which can and has been utilized by the Board to provide recreational services to its pupils in prior years and the Borough has made provision of the facility for use by the Board; and

WHEREAS, N.J.S.A. 40A:65-4 et seq. allows the Borough and the Board to enter into a shared service agreement for a period of one (1) year for the Borough to provide the use of the Recreation Center for early childhood education classes in the room located in the north side of the existing building.

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

1. The Borough agrees to permit the Board of Education to use the Recreation Center for its early childhood education classes, during the term of this Agreement (July 1, 2013 through June 30, 2014) as required.
2. For the period July 1, 2013 through June 30, 2014, the Board shall reimburse to the Borough any expenses incurred for the use of the facility. Expenses shall include but not be limited to Electricity, Gas, Telephone Service, Alarm Service, etc. Payment of expenses shall be made within thirty days of billing date. Billing shall be on a quarterly basis.
3. The Board at its own cost and expense, shall obtain and provide and keep in full force and effect for the benefit of the Borough, during the term of this Services Agreement, General Public Liability Insurance insuring the Borough against any and all liability for any and all claims arising out of, or as a result of any reason whatsoever or resulting from any accident or otherwise or injuries to any person or persons or to property for limits of not less than \$2,000,000.00 for property damage and \$2,000,000.00 for injuries to one (1) person and \$5,000,000.00 for injuries for any accident and/or occurrence in the aggregate. The insurance policies shall be written by companies authorized to do business in the State of New Jersey, shall be satisfactory to the Borough and shall be of a term of not less than one (1) year intervals which began on

the date at which the Board makes use of any service provided under this Services Agreement.

The Borough shall be listed as an additional insured and certificate holder on the policy referenced herein. At least fifteen (15) days prior to the expiration and/or termination date of any policy the Board shall deliver a renewal or replacement policy with proof of payment of the premium therefore. All policies provided by the Board shall be primary insurance over any self-insurance or insurance carried by the Borough.

4. The Board shall prepare and maintain the facilities pursuant to this Agreement between the parties which commences July 1, 2013 and terminates July 31, 2014.
5. Due to the wear and tear on the facility caused by the Board's use of the facility, the Board agrees to reimburse the cost of capital improvements and repairs to the facility, provided all work is performed pursuant to the Local Contracts Laws, NJSA 40A:11-1 et seq., and as approved by the Board.
6. The Board hereby assumes all risks of, or liabilities for injuries to persons (including death at any time), and damage to the property occurring, or alleged to have occurred, through the Board's negligent use of the facilities or on account of any condition created by the Board or occurring during the Board's negligent use, preparation or maintenance of the facilities, and to the extent of the Board's liability for same, shall indemnify and hold harmless and defend the Borough, its elected or appointed officials, and its employees from and against any and all losses and expenses resulting from or in connection with claims, demand, actions, suits, and judgments which may be made, instituted, or recovered against the Borough, its elected or appointed officers or employees for the use of the aforementioned facilities.
7. The Borough shall be authorized to use the gymnasium in the facility during those times that the facility is not being occupied by early childhood education. The use of the facility shall be limited to one restroom located on the west side of the facility and the gymnasium area located on the south side of the facility.
8. The obligations of this agreement are material to the public anticipated budget revenues and expenditures of each party and neither party to this Agreement shall assign, transfer, its performance without the prior written consent of the other, then and in such event, either party may, at its option, forthwith cancel this Agreement by giving thirty (30) days written notice of same.
9. The failure of either party to insist upon strict performance of provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such performance, but shall be and remain in full force and effect.
10. This agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey. In no event shall this Agreement, or any Agreement entered into by either party in furtherance of this Agreement, including any Agreement between the Borough and any other party contracting therewith,

provide for or permit arbitration of any dispute arising under any condition of this Agreement.

11. If any part of this Agreement or application thereof to any person or circumstance shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgment shall not affect, impair, or invalidate the remainder of this Agreement which is hereby declared to be severable. Moreover, to the extent necessary, this Agreement shall be reformed in accordance with the intent of this Agreement so as to permit said Agreement to continue to its expiration.
12. Written notices or other communications given under this Agreement shall be by certified mail, returned receipt requested, addressed as follows:

To the Board
Evelyn Lassalle, Secretary
Board of Education
501-11 North Third Street
East Newark, New Jersey 07029

To the Town
Joseph R. Smith, Mayor
34 Sherman Avenue
East Newark, New Jersey 07029

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the


11 day of November, 2013.

Attest:

Borough of East Newark




Robert B. Knapp, Acting Borough Clerk

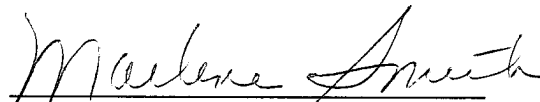


Joseph R. Smith, Mayor

Attest

Borough of East Newark Board of Education



Evelyn Lassalle, Secretary

Marlene Smith, President