

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
REIMBURSEMENT OF COSTS FOR OFFICERS
REQUIRED TO VERIFY STUDENTS' RESIDENCY**

BY THIS AGREEMENT, made on this 14th 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 Officers to assist the Board in verifying the residency of students enrolled with the East Newark Public School ("Services"); and

WHEREAS, the Borough has made provision to provide and is able to provide the Board with such Services; and

WHEREAS, it is in the best interest of the Borough and the Board to enter into this Agreement; 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 the costs of such Services for a period of one (1) year.

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

1. The Borough agrees to provide the Services during the term of this Agreement (July 1, 2013 through June 30, 2014) as required.

2. The Board shall pay to the Town the sum of:

For the period July 1, 2013 through June 30, 2014: \$65.00 per hour/per officer not to exceed \$7,500 to be paid on a monthly basis and reimbursement for all services to be completed on or by August 31, 2014 and contingent upon the Borough's issuance of the Board's approved monthly payment schedule for the Borough's payment of the Local Tax Levy. Any outstanding invoices owed to the Borough shall be paid by the next Board meeting following the Board's receipt of the Local Tax Levy payment by the Borough. Such payment shall be for the costs of Services.

3. The parties agree that upon the request of the Borough they will negotiate in good faith for amendment of this agreement to accommodate the budget and personnel needs of the Borough, provided that such amendment will not materially affect the cost to the Board or the services provided by the terms hereof.

4. 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 or 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.

5. The failure of either party to insist upon strict performance of any of the covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.
6. 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.
7. 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.
8. 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 Borough
 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

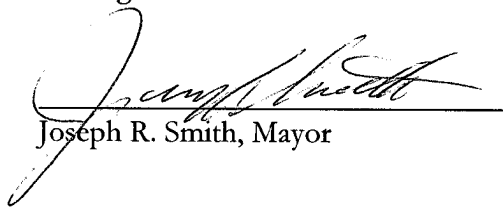
11th day of November, 2013.

Attest:



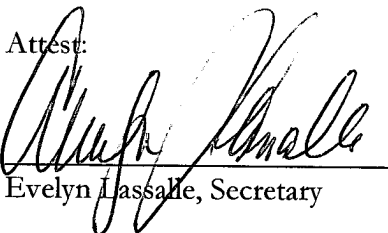
Robert B. Knapp, Acting Borough Clerk

Borough of East Newark



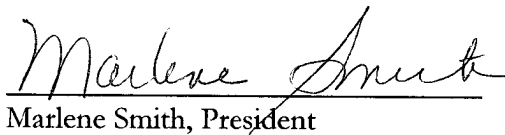
Joseph R. Smith, Mayor

Attest:



Evelyn Lassalle, Secretary

Borough of East Newark Board of Education



Marlene Smith, President

5. 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.
6. 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.
7. 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.
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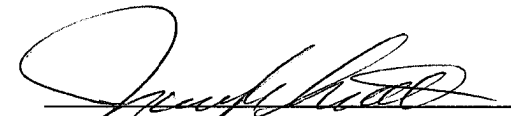
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the

17th day of June, 2013.

Attest:


Borough of East Newark

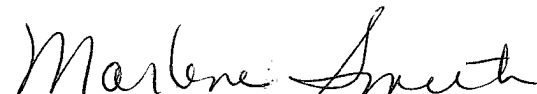

 Carla A. Horowitz, Borough Clerk
 ROBERT B KNAPP


 Joseph R. Smith, Mayor

Attest:

Borough of East Newark Board of Education


 Evelyn Lassalle, Secretary


 Marlene Smith, President