

AGREEMENT

In accordance with N.J.S.A. 40A:65-1 et seq., the Uniformed Shared Services and Consolidation Act, the Township of Lyndhurst, Bergen County and the Lyndhurst Board of Education herein agree to the following terms and conditions and say that:

THIS AGREEMENT, is made the 1st day of July, 2013 by and between the Township of Lyndhurst, a municipal corporation of the State of New Jersey, hereinafter referred to as "Provider", and the Lyndhurst Board of Education, hereinafter referred to as "Receiver";

WITNESSETH

WHEREAS, This Agreement, pursuant to N.J.S.A. 40A:65-1 et seq., shall be for the purpose of providing legal services to the Lyndhurst Board of Education by the Township of Lyndhurst Office of Township Attorney so as to provide for a cost-effective means of delivering legal services to the board of education and reducing the exorbitant cost of legal services to both the municipality and the school district and so as to continue to develop best practices in Lyndhurst to the benefit of the Lyndhurst taxpayer; and

WHEREAS, in May of 2013 the Lyndhurst Board of Education issued an RFP for legal services which the township responded to consistent with ordinance 2888-13, adopted by the Lyndhurst board of commissioners, establishing the Office of Township Attorney and further stipulating in Section 2 thereof that *"(i)t is the policy of the Lyndhurst Board of commissioners to encourage shared service agreements with other municipalities..., the Lyndhurst Board of Education.... This includes finance, legal, information technology and other shared service agreements"*.

WHEREAS, on June 27, 2013 the Lyndhurst Board of Education accepted the Township's shared services legal services proposal, dated June 3, 2013, in the annual amount of \$81,250; of which the board of education has paid, as of the date of execution hereof, the sum of \$40,625; and will pay the remaining \$40,625 due in 2014 on a monthly basis as may be invoiced by the Township of Lyndhurst.

NOW THEREFORE, in consideration of the foregoing and subject to the terms and conditions of the following, the parties hereto agree as follows:

1. The Provider's Attorney is designated as the Receivers Attorney, pursuant to the Township's June 3, 2013 proposal which is a springing contract and replaced by this Agreement.
2. The duly licensed Attorney shall carry out, supervise and direct all legal services for both the Township of Lyndhurst and the Lyndhurst Board of Education.

3. The Receiver shall pay the Provider \$81,250 for the services provided herein: Township Attorney services, during the period of July 1, 2013 through June 30, 2014 on a monthly basis (\$6,771 monthly), of which \$40,625 has been paid by the Receiver to the Provider (township) as of December 31, 2013.

4. The Attorney shall report to the Lyndhurst Commissioner of Finance or his designee, regarding all pertinent legal activities herein provided and consistent with ordinance 2888-13.

It is further Agreed that:

5. Either party may terminate this Agreement on March 31, 2014 with a minimum ninety days notice to the other party.

6. The preamble, "WHEREAS" clauses, are made a part of this Agreement and are enforceable provisions hereto.

The parties hereto agree to be bound by the provisions of this Agreement and shall deal fairly with the other in all matters relating to this Agreement.

Township of Lyndhurst, PROVIDER:

ATTEST: Mary Ellen Kesseli
DEPUTY TOWNSHIP CLERK

BY: Thomas J. D'Amico
COMMISSIONER of REVENUE and FINANCE

Lyndhurst Board of Education, RECEIVER:

ATTEST: Celente M. Licata BY: [Signature]

DATE: 12-20-13