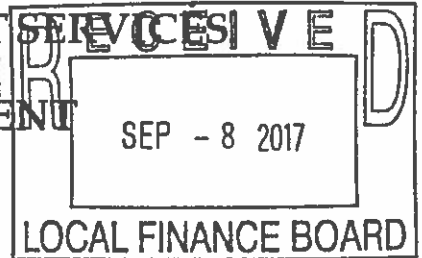


DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET



PROVIDER: BOROUGH OF SPOTSWOOD COUNTY: MIDDLESEX

RECIPIENT: SPOTSWOOD BOARD OF EDUCATION COUNTY: MIDDLESEX

BRIEF DESCRIPTION OF SERVICE:

Provide ice control materials and the Borough of Spotswood truck wash pad.

EFFECTIVE DATE: January 1, 2017

EXPIRATION DATE: December 31, 2017

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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

AGREEMENT is made this 1 day of January 2017, by and between the Spotswood Board of Education, with administrative offices at 105 Summerhill Road, Spotswood, NJ 08884 ("the Board"), and the Borough of Spotswood, with administrative offices at 77 Summerhill Road, Spotswood, NJ 08884 ("the Borough") as follows:

WHEREAS, Spotswood Board of Education and the Borough of Spotswood desire to enter into an agreement for the provision of shared services pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., for the purpose of the Borough supplying ice control materials to the Board and for the Board's use of the Borough's truck wash pad at the Public Works Yard; and

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other, and for other good and valuable consideration, the parties agree as follows:

1. The Board shall pay the Borough \$2,000.00 per year to offset some of the expenses for said supply of ice control materials (payable on a lump-sum basis) each year.
2. Shoveling, sanding/salting and plowing of Board property shall continue to be the responsibility of the Board and is not a part of this agreement.
3. The Board shall also have use of the Borough's truck wash pad at the Public Works Yard on Borough work days from 8:00 a.m. to 2:00 p.m.
4. The term of this agreement shall be retro-active from January 1, 2017 and shall expire on December 31, 2021.
5. Notwithstanding anything contained herein to the contrary, each party may terminate this agreement at any time by giving sixty (60) days' notice to the other prior to the date it wishes to terminate this agreement.
6. The remedies and indemnities set forth in this agreement shall be the sole remedies available to the parties, and neither party shall be entitled to recover consequential or incidental damages arising out of the other party's failure to perform its obligations hereunder.
7. The Borough of Spotswood agrees to indemnify, defend, and hold harmless the Spotswood Board of Education, its officers, employees, contractors, and agents from and against any and all claims, suits, losses, liabilities, penalties, assessments, damages, costs, and expenses, including reasonable attorney's fees, resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Borough of Spotswood, its agents or employees arising in connection with the performance of its obligations hereunder or resulting from the negligence or willful misconduct of it or its agents, servants, and employees, provided, however, that the Borough of Spotswood shall have no such obligation to indemnify or hold the Spotswood Board of Education harmless for any loss or damage resulting from the negligence or willful misconduct of the Spotswood Board of Education or its respective officers, employees, or agents.
8. The Spotswood Board of Education shall indemnify, defend, and hold harmless the Borough of Spotswood, its officers, employees, contractors, and agents from and against any and all claims,

suits, losses, liabilities, penalties, assessments, damages, costs, and expenses, including reasonable attorney's fees, resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Spotswood Board of Education, its agents or employees arising in connection with the performance of its obligations hereunder or resulting from the negligence or willful misconduct of it or its agents, servants, or employees, provided, however, that the Spotswood Board of Education shall have no such obligation to indemnify or hold the Borough of Spotswood harmless for any loss or damage resulting from the negligence or willful misconduct of the Borough of Spotswood or its respective officers, employees, or agents.

9. Each party represents that the execution, delivery, and performance of this agreement has been (1) authorized by its governing body; (2) this agreement does not require any consent, approval, or referendum of voters; and (3) it will not violate any judgment, order, law, or regulation applicable to either entity.
10. This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter, and supersedes all previous and contemporaneous agreements, understandings, representations, and warranties between the parties.
11. The terms and conditions of this agreement may be modified at any time by mutual agreement of the parties in writing, duly signed by their authorized representatives.
12. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested; overnight mail and addressed to the party as set out below; or to such other address as the said party may have specified by notice given in writing to the other party.

To the Spotswood Board of Education:

Spotswood Board of Education
105 Summerhill Road
Spotswood, NJ 08884
Telephone: (732) 723-2200
Telefax: (732) 251-7666

To the Borough of Spotswood:


Borough of Spotswood
77 Summerhill Road
Spotswood, NJ 08884
Telephone: (732) 251-0700, ext. 824
Telefax: (732) 251-1359

13. All indemnities contained in this agreement shall survive the termination of this agreement.
14. This agreement and any questions concerning its validity, construction, or performance shall be governed by the laws of the State of New Jersey.
15. The failure of the Borough of Spotswood or the Spotswood Board of Education, as the case may be, to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, condition, provision, agreement, or option. No waiver by the Borough of Spotswood or the

Spotswood Board of Education of any term, covenant, condition, or provision of this agreement shall be deemed to have been made unless expressed in writing and signed by the other party.

16. In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement, as so amended, shall remain in full force and effect.
17. This agreement may be executed in any number of counterparts with the same effect as if the signatures and seals thereto and hereto were upon the same instrument.

For Spotswood Board of Education:



Date: 8/23/17

For Borough of Spotswood:



Edward Seely, Mayor

ATTEST:



Patricia DeStefano, RMC

Date: August 14, 2017