

**SHARED SERVICES AGREEMENT
GEESE CLEARING SERVICES**

THIS AGREEMENT made this 1st day of May, 2018, between the New Milford Board of Education, which has offices located at 145 Madison Avenue, New Milford, New Jersey 07646 (hereinafter referred to as "the Board"), and the Borough of New Milford, which has offices located at 930 River Road, New Milford, New Jersey 07646 (hereinafter referred to as "the Borough") (hereinafter collectively referred to as the "Parties").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into contracts with each other to procure any service which one of the parties to the agreement is empowered to render within its own jurisdiction, including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, the Board and the Borough are both authorized to procure the services of a specialist to clear Canada geese and maintain a geese-free environment on their respective properties; and

WHEREAS, the Borough, through its Recreation Department, presently procures the services of a geese clearing specialist; and

WHEREAS, the Parties are desirous of entering into a Shared Services Agreement to share the services of the geese clearing

specialist to clear and maintain a geese-free environment on the respective properties of the Parties, which is consistent with and permitted by the Uniform Shared Services and Consolidation Act; and

WHEREAS, the Parties are desirous of memorializing the terms of their agreement.

NOW THEREFORE, it is hereby agreed by and between the Parties as follows:

I. OBLIGATIONS OF THE BOROUGH

- a. In accordance with the Local Public Contracts Law, the Borough has procured the services of Geese Chasers of North Jersey as a geese clearing specialist to utilize its expertise in clearing Canada geese and maintaining a geese-free environment on municipal recreation fields. The Borough agrees to authorize the geese clearing specialist to provide said services to the Board at the New Milford High School and the David Owens Middle School. Any amendment or extension to the Borough's agreement with the geese clearing specialist will be in accordance with applicable law.
- b. The Borough shall compensate the geese clearing specialist for clearing and maintaining the

properties of the Borough and the Board by payment of the monthly fees pursuant to the terms of the agreement between the Borough and the geese clearing specialist.

II. OBLIGATIONS OF THE BOARD

The Board shall reimburse the Borough fifty percent (50%) of the cost of the service of the geese clearing specialist, representing the Board's share of the cost of the services of the geese clearing specialist. Payment shall be made to the Borough within thirty (30) days of submission of a voucher by the Borough to the Board reflecting payment to the geese clearing specialist. The Board shall have no other payment obligation to the geese clearing specialist or the Borough.

III. DURATION

a. The term of this Agreement is one (1) year commencing on May 1, 2018 and terminating on April 30, 2019. This Agreement may be extended by agreement of the parties for up to four (4) additional years upon the mutual agreement of the parties. Said renewal shall be in writing and approved by each party by formal resolution before becoming effective.

b. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

IV. AGENCY

Except as expressly provided herein, the Board shall have no authority to act on behalf of, or bind the Borough or to act as its general agent. Except as expressly provided herein, the Borough shall have no authority to act on behalf of, or bind the Board or to act as its general agent.

V. CONFIDENTIALITY

To the extent applicable, the Parties shall comply with, and require that anyone providing the services hereunder comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes, and all policies of the Board, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the services provided under this Agreement. The Parties and anyone providing the services on behalf of the Parties shall, without limitation of the aforementioned, comply with: the privacy and confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Education

Rights Privacy Act, 20 U.S.C. § 1232g et seq., and any other applicable state or federal law or regulation.

VI. ANTI-COLLUSION

The Parties warrant and represent that during the performances of services under this Agreement no goods or services being recommended to be procured from third party vendors shall be solicited, secured, or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the Federal, State, and local laws and regulations will be adhered to including the prohibitions against paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to the Borough, the Board, their respective agents or officers.

VII. INDEMNIFICATION AND INSURANCE

- a. Each party shall be individually responsible for liability resulting from its own respective negligence, willful misconduct, omissions and the negligence, willful misconduct or omissions of its respective agents, servants, officials and employees.
- b. The Borough shall indemnify, defend and hold the Board and its agents, servants, officers and employees harmless from and against any and all

claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with any negligent or willful acts or omissions by the Borough, its agents, servants or employees related to the performance of the Borough's obligations under the terms of this Agreement.

- c. The Board shall indemnify, defend and hold the Borough and its agents, servants, officers and employees harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any negligent or willful acts or omissions by the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement.
- d. Both parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each party, throughout the term of this Agreement.
- e. The Borough shall refuse the geese clearing specialist to name the Board as an additional

insured on its liability policies and to indemnify the Board to the same extent the Borough is indemnified by the geese clearing specialist.

VIII. MERGER

This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the Parties.

IX. MODIFICATION

This Agreement may only be modified by an instrument in writing signed by both Parties to the Agreement.

X. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

XI. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XII. NOTICE

All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address:

For the Board:

Michael K. Sawicz, CPA
Board Secretary/Business Administrator
New Milford Board of Education
145 Madison Avenue
New Milford, New Jersey 07646

For the Borough:

Christine Demiris
Borough Administrator/Clerk
Borough of New Milford
930 River Road
New Milford, New Jersey 07646

XIII. GOVERNING LAW

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or dispute pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the Parties hereby expressly submits and consents in advance to such jurisdiction in

any action or proceeding commenced by the other in such court.

XIV. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement or concerning the interpretation of this Agreement, the Parties agree to first attempt to mediate the dispute with the Borough Attorney and the Board Attorney prior to initiating any legal action.

XV. ASSIGNMENT

Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

XVI. SECTION HEADING

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all Parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

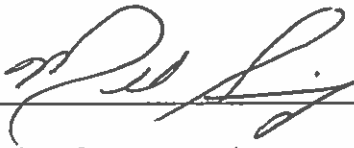
XVIII. PUBLIC INSPECTION

Each party shall maintain a copy of this Agreement on file at their offices, which shall be open to the public for inspection.

IN WITNESS WHEREOF, the Parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

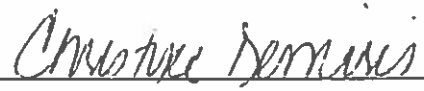
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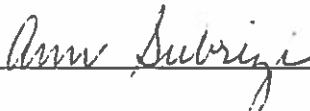
NEW MILFORD BOARD OF
EDUCATION

By: 
—
Michael K. Sawicz
Business Administrator/
Board Secretary

By: 
—
Board President

BOROUGH OF NEW MILFORD

By: 
—
Christine Demiris
Borough Clerk

By: 
—
Mayor