

**AGREEMENT BY AND BETWEEN THE JACKSON TOWNSHIP
BOARD OF EDUCATION AND THE TOWNSHIP
COUNCIL OF THE TOWNSHIP OF JACKSON, OCEAN COUNTY,
NEW JERSEY WITH REGARD TO THE USE OF VEHICLE BAYS BY
THE BOARD OF EDUCATION**

WHEREAS, the Jackson Township Board of Education, County of Ocean, State of New Jersey (hereinafter referred to as the “Board”), with a business office located at 151 Don Connor Boulevard, Jackson, New Jersey 08527, and the Township of Jackson, County of Ocean, State of New Jersey (hereinafter referred to as the “Township”), with a business office located at 95 West Veterans Highway, Jackson, New Jersey 08527, have discussed a Shared Services Agreement involving the Board’s use of two (2) Township vehicle bays located on Township property at 10 Don Connor Boulevard, Jackson, New Jersey; and

WHEREAS, the Board is in need of two (2) vehicle bays which can be provided by the Township; and

WHEREAS, the parties have discussed and reached an agreement as to the manner in which the Board will utilize the Township’s two (2) vehicle bays.

WHEREAS, pursuant to N.J.S.A. 40A:65-1 *et seq.*, municipalities and other local governmental units may enter into agreements for shared services with other municipalities and local governmental units to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and

WHEREAS, the Agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the Agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the Township and the Board do hereby agree as follows:

1. The parties hereby agree to enter into the Shared Services Agreement in accordance with the provisions of N.J.S.A. 40A:65-1 et seq. This Agreement shall begin immediately and shall expire, unless mutually extended by and between the parties, on June 30, 2017.

2. For the period set forth in Paragraph No. 1 above, the Board shall have exclusive use of two (2) vehicle bays located on Township property. The Board shall be permitted to use the two (2) vehicle bays for uses including, but not limited to, the following: storage of desks and chairs, locked cages for parts, tools, and air compressor.

3. The Board shall have permission to install a telephone line and to install its own wi-fi if not available and provided by the Township.

4. Board employees shall have the right and privilege to use Township restrooms and parking facilities located in the vicinity of the vehicle bays.

5. The Board shall have daily access to the bays between the hours of 4:30 a.m. and 8:00 p.m.

6. The parties agree to continue discussing additional shared services and to coordinate potential joint projects and services to be provided to the residents, taxpayers and customers in order to best protect their interests. In addition, the parties understand and agree that particular details will need to be discussed between representatives of the Township and Board in terms of day to day activities. The parties agree to mutually cooperate with each other in order to resolve any and all remaining outstanding minor issues.

7. The designated contacts for this Agreement shall be as follows:

For the Township: Helene Schlegel, Township Administrator
Township of Jackson
95 West Veterans Highway
Jackson, NJ 08527
(732) 928-1200

For the Board: Michelle Richardson, Business Administrator/Board Secretary
Jackson Township Board of Education
151 Don Connor Blvd.
Jackson, NJ 08527
(732) 833-4603

8. Each party agrees to maintain liability insurance as follows: general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and umbrella liability insurance of not less than \$5,000,000 per occurrence.

9. The parties shall also indemnify and hold each other harmless from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), arising out of circumstances related to this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of either party or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of either party.

10. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

11. This Agreement represents the entire agreement between the parties and may not be modified or amended, except by written agreement between the parties.

12. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Agreement shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.

13. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written:

ATTEST:

**THE JACKSON TOWNSHIP
BOARD OF EDUCATION**

MICHELLE RICHARDSON
Business Administrator

SHARON E. DEY
President

ATTEST:

**TOWNSHIP COUNCIL OF THE
TOWNSHIP OF JACKSON**

ANN MARIE EDEN
Township Clerk

MICHAEL REINA
Mayor