

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Borough of Wood Ridge COUNTY: Bergen

RECIPIENT: Borough of Moonachie COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Shared service agreement for inter municipal recreation program with Borough of Moonachie.

EFFECTIVE DATE: Jan 1, 2013

EXPIRATION DATE: Dec 31, 2014

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

*File*

**SHARED SERVICE AGREEMENT FOR  
AN INTER-MUNICIPAL RECREATION PROGRAM**

**THIS AGREEMENT** made and entered into this 10<sup>th</sup> day of December, 2013, by and between the **BOROUGH OF WOOD-RIDGE**, as "Lead Agency", the **BOROUGH OF MOONACHIE** as a "Participating Municipality", and the **WOOD-RIDGE RECREATION COMMISSION** as a witnessing signatory.

**WITNESSETH:**

**WHEREAS**, N.J.S.A. 40A:65-1 et seq., effectuates agreements between local units for any service or circumstance intended to reduce property taxes through the reduction of local expenses; and

**WHEREAS**, the Participating Municipalities desire to enter into an agreement with the Borough of Wood-Ridge and the Wood-Ridge Recreation Commission in order to provide services wherein the Wood-Ridge Recreation Commission accepts Moonachie children as participants in its recreational program; and

**WHEREAS**, the Borough of Moonachie desires that the scope of services to be preformed by the Wood-Ridge Recreation Commission as well as the compensation to be paid to the Borough of Wood-Ridge be memorialized in a written document pursuant to appropriate law; and

**WHEREAS**, the Borough of Wood-Ridge shall act as the "Lead Agency" with respect to the preparation of any and all documents including but not limited to necessary paperwork in order to establish such a joint recreational system; and

**WHEREAS**, it is further required that any and all necessary funding required herein be agreed to and be set forth in writing; and

**WHEREAS**, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate in accordance with the aforesaid Statute; and

**WHEREAS**, it is the desire of all parties to enter into such Agreement for the purposes stated herein;

**NOW, THEREFORE, IN CONSIDERATION** of the premises and of the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

1. Each Municipality shall designate one person to be part of a Committee established hereunder for the purpose of monitoring the effectuation of the terms and conditions of this Agreement and to report back to each "Participating Municipality" as to the progress made hereunder.

2. This Contract shall be for a period of two (2) years commencing January 1, 2013 and ending on December 31, 2014.

3. The Borough of Moonachie will provide an appropriation in its 2013 budget of five thousand (\$5,000) dollars. Same shall be payable to the Borough of Wood-Ridge within thirty (30) days of the execution of this Agreement or as soon thereafter as is permitted by appropriate budgetary law.

In the year 2014 the Borough of Moonachie shall pay the sum of five thousand (\$5,000) dollars to the Borough of Wood-Ridge on or before January 31, 2014. This compensation is the minimum amount to be charged hereunder and shall not be reduced as a result of the Moonachie population of children decreasing for the year 2014 when compared to the year 2013.

4. For the compensation set forth hereinabove Moonachie children shall be entitled to participate in the following programs:

- i. Babe Ruth Baseball
- ii. Football
- iii. Wrestling
- iv. Twirling
- v. Cheerleading
- vi. Soccer

In the event that the Borough of Moonachie wishes to participate in any additional and/or new Wood-Ridge Recreation Programs then in that event the Moonachie Recreation Committee shall petition the Wood-Ridge Recreation Commission for consideration to participate in such additional activities. An addendum to this Contract with any agreed upon additional terms shall be executed at such time.

5. The Borough of Wood-Ridge will provide to the Borough of Moonachie a copy of the complete program roster for each recreational activity after registrations are completed.

6. The Borough of Moonachie will provide parking assistance for the joint programs created hereunder when said programs are to be conducted at the Pomponio Field in the Borough of Moonachie.

7. The Borough of Moonachie will provide use of its recreational fields and or facilities for the Joint Programs created hereunder subject to the availability of such facilities and/or fields. All requests shall be submitted in advance to the Moonachie Borough Administrator. The Moonachie Borough Administrator shall be responsible for scheduling of such joint activities and shall reserve the right to make any necessary changes when required by particular and extenuating circumstances.

8. Any and all fees which the Moonachie children shall be assessed under the recreational programs flowing herefrom shall be the same amount as those assessed to the residents of the Borough of Wood-Ridge.

9. The Borough of Wood-Ridge and the Borough of Moonachie are participants in the South Bergen Joint Insurance Fund and all excess insurance funds appertaining thereto and under the circumstances all "Participating Municipalities" agree to coordinate and/or obtain the appropriate insurance coverage in order that the Borough of Wood-Ridge be protected in a sufficient amount for any and all claims, activities, incidents, etc. arising from the subject matter set forth in this Agreement. A satisfactory endorsement of insurance naming the Borough of Wood-Ridge as a named insured shall be sine qua non for each year of the term of the within Agreement. The said endorsement shall be approved in form and substance by the Wood-Ridge Insurance Consultant.

10. The Borough of Moonachie hereby agrees to indemnify, defend and save harmless the Borough of Wood-Ridge, its officers, agents and servants against and from all suits and costs of every kind and description and from all damages to which the Borough of Wood-Ridge or any of its officers, agents or servants may be put, by reason of injury to the person or property of others, resulting from carelessness in the performance of said Agreement or through the negligence of the Borough of Moonachie and/or its agents, assigns, employees, officers, etc. in the execution of this Agreement, or through any act or omission on the part of the Borough of Wood-Ridge its agents or servants.

11. In the event the Borough of Moonachie fails to pay the required compensation and/or violates the terms of this Agreement, then and in that event, said Borough of Moonachie shall be prohibited from participating in the recreational programs established hereunder.

12. This Agreement shall become effective on the date upon which the Borough of Wood-Ridge and the Borough of Moonachie have executed same subject to the review and approval of the Division of Local Government Services, if required, and shall continue in effect for the period set forth hereinabove unless any party to this Agreement shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of the first year of such Agreement. The withdrawal of any participant shall terminate the subject Agreement at such time.

13. This Agreement shall be binding upon and inure to the benefit of the successors and/or assigns of the respective parties hereto.

14. This Agreement constitutes the entire understanding and agreement of the parties hereto. This Agreement supersedes all prior understandings and agreements between the parties with respect to the subject matter contained herein and therein.

The within contract replaces and supersedes any and all prior agreements between the parties.

15. This is a negotiated Agreement and it shall not be construed against any party because it was prepared or revised by the attorney for such party.

16. This Agreement shall be governed by the laws of the State of New Jersey.

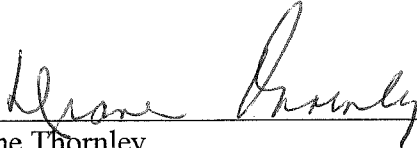
17. This Agreement will be executed in two or more counterparts all of which taken together shall constitute one instrument.

18. This Agreement may not be changed orally, but only by a writing signed by both parties.

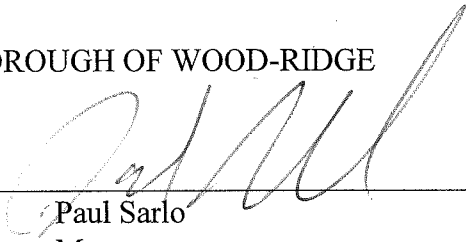
19. The failure of either party to enforce any provision of this Agreement shall not constitute or be construed to be a waiver of any such provision or provisions.

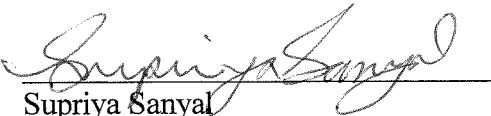
20. In the event that any provision of this Agreement shall be rendered illegal or unenforceable, such event shall not affect the validity and enforceability of the remaining provisions hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and executed by their authorized Officers and their respective seals to be hereto affixed, the day and year above written.

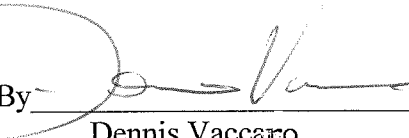
  
\_\_\_\_\_  
Diane Thornley  
Borough Clerk

BOROUGH OF WOOD-RIDGE

By   
\_\_\_\_\_  
Paul Sarlo  
Mayor

  
\_\_\_\_\_  
Supriya Sanyal  
Borough Clerk

BOROUGH OF MOONACHIE

By   
\_\_\_\_\_  
Dennis Vaccaro  
Mayor

WOOD-RIDGE RECREATION COMMISSION

\_\_\_\_\_  
