

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of East Newark COUNTY: Hudson

RECIPIENT: East Newark Board of Education COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Childhood Education Classes Verification of Students Residency Landscaping, Maintenance & Snow Removal Recreation Center Usage School Security Transportation of Students Veterans Park Field Officers

EFFECTIVE DATE: July 1, 2013

EXPIRATION DATE: June 30, 2014

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 FOR THE
LANDSCAPING, MAINTENANCE AND SNOW REMOVAL**

BY THIS AGREEMENT, made on this 11 day of June, 2013, by and between THE BOROUGH OF EAST NEWARK, ("Borough"), a municipal corporation of the State of New Jersey, having its principal offices at 34 Sherman Avenue, East Newark, New Jersey; and THE BOARD OF EDUCATION OF THE BOROUGH OF EAST NEWARK, ("Board") a municipal corporation of the State of New Jersey, organized pursuant to N.J.S.A. 18A:1-1 et. seq., having its principal place of offices at 501-11 North Third Street, East Newark, New Jersey it is mutually agreed to as follows:

WHEREAS, the Board requires landscaping, maintenance and snow removal services in order to ensure the health and safety of the students and staff; and

WHEREAS, the Borough has the means to provide said services to the Board; and

WHEREAS, N.J.S.A. 40A:65-4 et seq. allows the Borough and the Board to enter into a shared service agreement for a period of one (1) year for the Borough to provide said services to the Board.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. The Borough agrees to provide landscaping, maintenance, including refurbishing the school's floors during summer recess, and snow removal, during the term of this Agreement (July 1, 2013 through June 30, 2014) as required.
2. For the period July 1, 2013 through June 30, 2014, the Board shall pay to the Borough at the sum of \$31,500.00, to be paid on or by August 31, 2013 and shall be and contingent upon the Borough's issuance of the Board's approved monthly payment schedule for the Borough's payment of the Local Tax Levy.
3. The Board hereby assumes all risks of, or liabilities for injuries to persons (including death at any time), and damage to the property occurring, or alleged to have occurred, through the Board's negligent use of the facilities or on account of any condition created by the Board or occurring during the Board's negligent use, preparation or maintenance of the facilities, and to the extent of the Board's liability for same, shall indemnify and hold harmless and defend the Borough, its elected or appointed officials, and its employees from and against any and all losses and expenses resulting from or in connection with claims, demand, actions, suits, and judgments which may be made, instituted, or recovered against the Borough, its elected or appointed officers or employees for the use of the aforementioned facilities.
4. The obligations of this agreement are material to the public anticipated budget revenues and expenditures of each party and neither party to this Agreement shall assign, transfer, its performance without the prior written consent of the other, then and in such event, either party may, at its option, forthwith cancel this Agreement by giving thirty (30) days written notice of same.