

# Exhibit “A”

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP  
OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF  
NEW JERSEY**

**AND**

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST  
ORANGE IN THE COUNTY OF ESSEX, STATE OF NEW  
JERSEY**

**PROVIDING FOR PAYMENT FOR A TRAFFIC SIGNAL AT  
THE INTERSECTION OF PLEASANT VALLEY WAY AND  
ALISA DRIVE/LAKEVIEW DRIVE**

## **SHARED SERVICES AGREEMENT**

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, between the Township of West Orange, a municipality in the County of Essex and State of New Jersey whose address is 66 Main Street, West Orange, New Jersey 07052 (the "Township") and the Board of Education of the Township of West Orange, a school district and political subdivision in the County of Essex and State of New Jersey whose address is 179 Eagle Rock Avenue, West Orange, New Jersey 07052 (the "School District"), dated as of June \_\_\_\_, 2017.

### **WITNESSETH:**

**WHEREAS**, the Township and School District (collectively referred to as the "Parties") have entered into various shared services and inter-local services agreements in the past, which assist in the improvement of school and municipal services for the benefit of the community; and

**WHEREAS**, the Township performed a traffic signal warrant study and requested traffic signalization at the intersection of Pleasant Valley Way, a County Road with two Municipal Roads, Alisa Drive and Lakeview Drive; and

**WHEREAS**, the County of Essex Engineering Division and the Township Engineering Division determined that such traffic signalization is warranted and appropriate; and

**WHEREAS**, construction and installation of the traffic signal (hereinafter referred to as the "Project"); is estimated to cost \$350,000.00; and

**WHEREAS**, by separate agreement (the "County Agreement"), the Township has agreed to pay the County of Essex for two-thirds (2/3) of the cost of the Project and the County of Essex has agreed to pay for one-third (1/3) of the cost; and

**WHEREAS**, the School District agrees that the traffic signalization is beneficial for the safety of the School District's students and employees and wishes to share in the cost; and

**WHEREAS**; the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

**WHEREAS**, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law; and

**WHEREAS**, the Township and the School District have adopted Resolutions to authorize this Agreement;

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

### **A. SCOPE OF SERVICES**

The County of Essex (the "County") shall manage the bidding process, drafting of the contract documents, and construction consistent with the terms of the County Agreement. The County Agreement is also incorporated herein and attached and the parties acknowledge and accept the terms therein including, but not limited to acknowledgement that the County will assume all costs for future maintenance of the traffic signal.

**B. COMPENSATION**

The School District agrees to reimburse the Township for one-third (1/3) of the total cost of the project. The School District's share of the cost of the project is estimated at \$116,667 to be paid upon receipt of all approval necessary to proceed with the Project.

**C. COMPLIANCE WITH LAWS AND REGULATIONS**

The parties agree that each will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance under this Agreement.

**D. NOTICES**

All notices, demands, or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

- i. if personally served upon each of the parties; or
- ii. if mailed by registered or certified mail with postage prepaid, return receipt requested, address to the other party at each party's respective address as follows, which addresses may be changed by written notice to the other party:

|                                 |                                                                   |
|---------------------------------|-------------------------------------------------------------------|
| To: The Township of West Orange | Business Administrator<br>66 Main Street<br>West Orange, NJ 07052 |
|---------------------------------|-------------------------------------------------------------------|

|                                    |                                                                        |
|------------------------------------|------------------------------------------------------------------------|
| To: West Orange Board of Education | Business Administrator<br>179 Eagle Rock Ave,<br>West Orange, NJ 07052 |
|------------------------------------|------------------------------------------------------------------------|

**E. REMEDIES**

In the event of a controversy or dispute concerning the terms and conditions of this Agreement, the parties agree to mediate the dispute for a period of not more than sixty (60) days from notice of the dispute. In the event mediation does not result in a resolution, the parties are permitted to pursue any remedies available to either of them in law or equity.

**G. NO PERSONAL LIABILITY**

No covenant, condition or agreement contained in this Shared Services Agreement, will be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the School District and/or the Township, in his or her individual capacity, and neither the officers, agents or employees of either the School District or the Township, nor any official executing this Shared Services Agreement will be liable personally for this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**H. MISCELLANEOUS**

1. **Neutral Construction**: In the event of any dispute concerning the construction or interpretation of this Shared Services Agreement, this Shared Services Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing.
2. **Entire Agreement**: This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
3. **Amendment**: This Shared Services Agreement shall not be amended or modified, nor may any obligated hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.
4. **Severability**: In the event that any provision of this Shared Services Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
5. **Successors and Assigns**: This Shared Services Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.
6. **Assignment**: The Parties to this Shared Services Agreement shall not assign or transfer any of their rights or obligations under this Agreement without the other Parties' prior written consent.
7. **Headings**: The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver**: It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Shared Services Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Shared Services Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Shared Services Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.
9. **Governing Law**: The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey. The Parties consent to the sole and exclusive jurisdiction of and venue in the State and Federal courts located in the State of New Jersey, Essex County and Newark, New Jersey, respectively, in connection with all actions or proceedings that relate, directly or indirectly, to this Shared Services Agreement.
10. **Precatory Phrases**: The precatory phrases ("whereas clauses") are not mere recitals, but are specifically agreed to by the parties and are incorporated herein by reference.
11. **Authorization**: By executing this Shared Services Agreement, each signatory represents that he or she is a Party or has been duly authorized by a Party to sign on the Party's behalf.

12. **Counterparts:** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which will constitute one and the same instrument. Facsimile signatures of the parties shall be considered original and binding signatures.

13. **Term:** This Agreement shall terminate upon receipt of the final payment.

**IN WITNESS WHEREOF**, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

**TOWNSHIP OF WEST ORANGE, IN THE  
COUNTY OF ESSEX, NEW JERSEY**

By: \_\_\_\_\_  
ROBERT D. PARISI, MAYOR

Date: June \_\_\_\_, 2017

\_\_\_\_\_  
Attest:

**BOARD OF EDUCATION OF THE  
TOWNSHIP OF WEST ORANGE IN  
THE COUNTY OF ESSEX, NEW JERSEY**

By: \_\_\_\_\_  
Sandra Mordecai, PRESIDENT

Date: June \_\_\_\_, 2017