

-SHARED SERVICES AGREEMENT-

BETWEEN

THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF

ESSEX, NEW JERSEY AND

THE BOARD OF EDUCATION OF THE

TOWNSHIP OF WEST ORANGE IN THE

COUNTY OF ESSEX, NEW JERSEY

PROVIDING FOR TURF AND SITEWORK AT

WEST ORANGE HIGH SCHOOL STADIUM FIELD AND TRACK

Dated as of _____, 2018.

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (this "Agreement") between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township"), and The Board of Education of the Township of West Orange in the County of Essex, New Jersey, a school district and political subdivision of the State of New Jersey (the "School District"), dated as of _____, 2018.

WITNESSETH

WHEREAS, the Township and the School District have determined that it is in the best interests of the Township, the School District and the residents thereof for the Township and the School District to jointly provide for the improvement of the West Orange High School Stadium Field and Track, including the removal of the current field turf and installation of new field turf and all related work (the "Project"); and

WHEREAS, the Project cost is estimated to be approximately an amount not to exceed \$800,000 to be funded initially through the issuance of bonds or notes of the Township pursuant to a bond ordinance; and

WHEREAS, it is anticipated that various fundraising efforts will occur which monies will be applied to the cost of the Project; and

WHEREAS, any bonds or notes issued pursuant to the bond ordinance for this purpose shall be repaid on an equal basis by the Township and the School District; and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the time frame and the terms of payment by the School District to the Township for its share of the cost of the Project; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1 et seq., authorizes and encourages a municipality and a school district to enter into contracts for the joint provision within their jurisdiction of any service that the parties to the agreement are empowered to render; and

WHEREAS, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements pursuant to N.J.S.A. 40:48-2, N.J.S.A. 40:61-1, N.J.S.A. 40:61-5, N.J.S.A. 18A:20-22, and the Shared Services Act; and

WHEREAS, it is in the best interests of the citizens of the Township and the School District for the Township and the School District to work together through this Shared Services Agreement to implement the Project for the benefit of the community; and

WHEREAS, the Township has approved the execution of this Agreement by resolution on _____, 2018 and the School District has approved the execution of this Agreement by resolution adopted on _____, 2018;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and the School District will act together in accordance with this Agreement to implement the Project for a total estimated cost in an amount not to exceed \$800,000 to be initially funded through the issuance of bonds or notes of the Township to finance the cost of the Project.

Section 2. Any donations received by the Parties for the purpose of implementing the Project will be applied toward the cost of the Project.

Section 3. The Township will utilize the funds pursuant to the bond ordinance for the implementation of the Project, and the Township shall be responsible for the implementation of the Project in accordance with the requirements of all State and Federal laws.

Section 4. The Township shall borrow funds pursuant to the bond ordinance on bond anticipation notes only in the amount necessary to complete the Project.

Section 5. Upon completion of the Project, the Township will issue permanent bonds to finance the Project.

Section 6. The School District shall be responsible for repaying fifty (50%) percent of the net cost of the Project.

Section 7. After the issuance of each set of notes, the Township shall notify the School District of the amount of the notes that were issued for this purpose, the interest rate per annum payable on the notes and the School District's share of the interest on the notes. If any principal amount is required to be paid on the notes, the Township shall also inform the School District of the amount of the principal to be paid on the notes and the School District's share of the amount to be paid. When permanent bonds are issued, the bonds shall mature up to fifteen (15) years and the Township shall provide a copy of the maturity schedule setting forth principal, interest and the interest rate at which the interest is calculated to the School District, and the School District shall be responsible for its share of the principal and interest due in each year.

Section 8. The amounts that the School District owes to the Township shall be paid annually on or before the maturity date or payment date of such obligations. The School District may prepay the bond at any time without penalty.

Section 9. Once the Project is completed, the West Orange High School Stadium Field and Track shall be available for use by the School District and the Township in accordance with this Agreement. The School District shall have scheduling preference for the use of the High School baseball fields for school purposes, and the

Township shall be able to use the fields for recreational purposes when such purposes do not conflict with the educational and school related use of the fields.

Section 10. The Township and the School District each hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses, (including, but not limited to, reasonable attorneys' fees) that either may incur or be subject to as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the negligent act of either party in connection with such performance or nonperformance.

Section 11. The rights and the obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 12. This Agreement shall take effect when the bond ordinance described herein takes effect.

Section 13. This Agreement shall be governed by the laws of the State of New Jersey.

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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 set forth below.

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

By: _____
ROBERT D. PARISI,
MAYOR

Dated: _____, 2018

ATTEST

Karen Carnevale, Municipal Clerk

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

BY: _____
PRESIDENT

Dated: _____, 2018

ATTEST

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