

**SHARED SERVICE AGREEMENT FOR THE
REIMBURSEMENT OF COSTS FOR FUEL**

BY THIS AGREEMENT, made on this day of June, 2017, by and between THE TOWN OF WEST NEW YORK, (“Town”), a municipal corporation of the State of New Jersey, having its principal offices at 428-60th Street, West New York, New Jersey; and THE BOARD OF EDUCATION OF THE TOWN OF WEST NEW YORK, (“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 6028 Broadway, West New York, New Jersey it is mutually agreed to as follows:

WHEREAS, the Board requires fuel for its school buses and other school vehicles; and

WHEREAS, the Town can provide and has made provision to provide to the Board at a reasonable cost based upon volume purchasing by both the Town and the Board; and

WHEREAS, it is in the best interest of the Town and the Board to enter into this Agreement; and

WHEREAS, N.J.S.A. 40A:65-4 et seq. allows the Town and the Board to enter into a shared service agreement for the costs of fuel for school buses and other school vehicles for a period of one (1) year.

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

1. The Town agrees to provide the Board with fuel as required during the term of this Agreement (July 1, 2017 through June 30, 2018) as required.
2. The Board shall pay to the Town the sum of: For
the period July 1, 2017 through June 30, 2018 \$100,000.00,

to be paid on a quarterly basis based upon the fiscal year contingent upon the Town’s issuance of the Board’s approved monthly payment schedule for the Town’s payment of the Local Tax Levy. Any outstanding invoices owed to the Town shall be paid by the next Board meeting following the Board’s receipt of the Local Tax Levy payment by the Town. Such payment shall be for fuel for the Board’s school buses and other school vehicles.

3. 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 or 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.
4. The failure of either party to insist upon strict performance of provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such performance, but shall be and remain in full force and effect.

5. This agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey. In no event shall this Agreement, or any Agreement entered into by either party in furtherance of this Agreement, including any Agreement between the Town and any other party contracting therewith, provide for or permit arbitration of any dispute arising under any condition of this Agreement.
6. If any part of this Agreement or application thereof to any person or circumstance shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgment shall not affect, impair, or invalidate the remainder of this Agreement which is hereby declared to be severable. Moreover, to the extent necessary, this Agreement shall be reformed in accordance with the intent of this Agreement so as to permit said Agreement to continue to its expiration.
7. Written notices or other communications given under this Agreement shall be by certified mail, returned receipt requested, addressed as follows:

To the Board Dean Austin, Secretary Board of
 Education
 6028 Broadway
 West New York, New Jersey 07093

To the Town Carmela Riccio, Town Clerk
 428-60th Street
 West New York, New Jersey 07093

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of _____, 2017.

Attest: Town of West New York

Carmela Riccio, Town Clerk Dr. Felix E. Roque, Mayor

Attest: West New York Board of Education

Dean Austin, Secretary Adam Parkinson, President