

SHARED SERVICE AGREEMENT FOR THE USE OF TOWN RECREATIONAL FACILITIES

BY THIS AGREEMENT, made on this day of , 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 property and facilities for its educational and athletic activities; and

WHEREAS, the Town owns Recreational Areas known as Donnelly Park; Miller Stadium; Miller Park; Washington Park, Centennial Fields; the field commonly known as Little League Field; Wiegand Park; and Tennis Courts at McEldowny Park, (“Facilities”) currently part of the Recreation Department of the Town which have been utilized by the Town for recreational purposes; and

WHEREAS, the Town no longer needs the exclusive use of these parks and the aforementioned fields; 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 use of the aforementioned Facilities in connection by the Board 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 permit the Town to use the Facilities for its purposes during the term of this Agreement (July 1, 2017 through June 30, 2018), as required.
2. For the period July 1, 2017 through June 30, 2018, the Board shall pay to the Town the sum of \$607,584.00, 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 the use, maintenance, preparation, utilities, and other costs of the Facilities including refuse removal by the Town.
3. The Board shall provide the Town with a certificate of insurance that includes the Town as an additional insured for the aforementioned facilities for general liability insurance in an amount that is reasonable for these facilities.
4. The Board shall use the Facilities pursuant to this agreement between the parties which commences July 1, 2017 and terminates June 30, 2018.
5. 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 of the Facilities, and to the extent of the Board's liability for same, shall indemnify and hold harmless and defend the Town, 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 Town, its elected or appointed officers or employees for the use of the aforementioned Facilities.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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 _____, 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

, Town Clerk

Attest: West New York Board of Education

Dean Austin, Secretary

Adam Parkinson, President