

**SHARED SERVICE AGREEMENT FOR THE MAINTENANCE
AND PREPARATION OF RECREATIONAL AREA**

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 Town owns Recreational Areas known as Donnelly Park, located on Boulevard East, West New York, New Jersey; Miller Stadium; Washington Park, Soccer Field; and the tennis courts 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, the Town has entered into an agreement for a period of one (1) year with the Board for the maintenance and preparation of the aforementioned facilities for its educational and athletic activities; and

WHEREAS, the Town is no longer fiscally able to maintain and prepare the aforementioned facilities for use by the Board; 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 maintenance and preparation of the aforementioned facilities in connection with the Board’s use of said facilities.

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

1. The Board shall pay to the Town the sum of Sixty-Four-Thousand-One Hundred Dollars (\$64,100.00) on a quarterly basis for all maintenance and utilities during the lease period with the Town commencing July 1, 2017 and terminating June 30, 2018. Utilities include all costs to occupy, prepare and maintain use of the aforementioned facilities including water, sewer, electricity, telephones, etc.
2. 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.
3. The Board shall prepare and maintain the facilities pursuant to this agreement between the parties which commences July 1, 2017 and terminates June 30, 2018.
4. 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 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.

5. Neither party to this Agreement shall assign, transfer, or sublet this Agreement, or any part thereof without written consent of the other; and should either party assign, transfer, or sublet this Agreement, or any part thereof 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.
6. The failure of either party to insist upon strict performance of any of the covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect. 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.
7. 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.
8. Written notices 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 Riccie, 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 Riccie, Town Clerk

Dr. Felix E. Roque, Mayor

Attest: West New York Board of Education

Dean Austin, Board Secretary

Adam Parkinson, President