

SHARED SERVICES
AGREEMENT BETWEEN THE
READINGTON TOWNSHIP BOARD OF EDUCATION
AND
READINGTON TOWNSHIP

THIS AGREEMENT made this 1st day of November 2021, by and between **READINGTON TOWNSHIP**, with offices located at 509 Route 523, Whitehouse Station, New Jersey 08889 (hereinafter referred to as the "Township") and the **READINGTON TOWNSHIP BOARD OF EDUCATION**, with offices located at P.O. Box 807, Whitehouse Station, New Jersey 08889 (hereinafter referred to as the "Board") (hereinafter collectively referred to as the "Parties".)

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Parties desire to enter into a shared services agreement authorizing the Township to provide a backhoe or other similar piece of equipment for use by the Board of Education employees for the purpose of removing snow and other similar debris from driveway and parking lots at the Township schools.

NOW, THEREFORE, the Township and the Board, based on the foregoing premises and the mutual promises and covenants contained herein the Parties agree as follows:

I. DEFINITIONS:

“Equipment” means any and all pieces of machinery used primarily for construction type activity.

II. OBLIGATIONS OF THE TOWNSHIP:

A. Provide machinery or equipment in good working order, free from known defects or mechanical issues to be used by Board employees at the following locations:

- i. Readington Middle School, 48 Readington Road, Whitehouse Station, New Jersey 08889
- ii. Holland Brook School, 52 Readington Road, Whitehouse Station, New Jersey 08889
- iii. Three Bridges School, 480 Main Street, Three Bridges, New Jersey 08887
- iv. Whitehouse School, 50 Whitehouse Avenue, Whitehouse Station, New Jersey 08889

III. OBLIGATIONS OF THE BOARD:

- A. Use of facilities: The Board shall make provisions to safely store the equipment on Board property. In the case of an extreme weather event, the Township retains the ability to retrieve the equipment for its use, which releases the Board from liability during that period of time. The Township will endeavor to return said equipment as soon as practical thereafter.
- B. Compensation: The Board shall pay the Township the sum of \$6,000.00 for the period of December 1, 2021, through April 1, 2022. Payment shall be no later than January 1, 2022.
- C. Insurance – the Board shall provide the Township with a certificate of insurance naming the Township as an additional insured with respect to the piece of equipment loaned. The Township will provide the make, model, serial number, and value of the equipment to the Board for the purpose of having it listed on the Board insurance policy for the loaned period.
- D. Maintenance – the Board shall provide any and all maintenance to the equipment that is recommended by either the manufacturer or Township mechanics. It is understood that all items of maintenance and repair are the responsibility of the Board while the equipment is in the use of the Board.

IV. TERM AND TERMINATION

- A. This agreement shall commence on December 1, 2021 and shall be renewed upon agreement of both parties.
- B. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event this Agreement is terminated by the Board in accordance with the terms of this section, the Board's financial liabilities shall cease upon the effective date of termination, with the exception of any amounts due and payable to the Township for services rendered prior to the effective date of termination.

- V. INDEMNIFICATION: The Township shall indemnify, defend or hold harmless the Board, its agents, members, officers, directors, employees, students, guests, licensees and invitees from and against any and all losses, claims, actions, damages, reasonable attorney's fees, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned by acts or omissions of the Township's agents, servants or employees during the performance of services pursuant to this Agreement. The Township shall further indemnify, defend or hold harmless the Board, its agents, members, officers, directors, and employees from and against any and all losses, claims, actions, damages, reasonable attorneys' fees, liability and expenses incurred by a Township employee in connection with the performance of his/her duties pursuant to this Agreement.

The Board shall indemnify, defend or hold harmless the Township, its members, officers, directors and employees from and against any and all losses, claims, actions, damages, reasonable attorney's fees, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned by the negligent acts or omissions of the Board's agents, employees or servants, during the performance of services pursuant to this Agreement.

VI. INSURANCE: Both Parties shall maintain full and complete liability insurance throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured. Said coverage limits shall be not less than the maximum amounts of liability coverage now maintained by each party.

The Township shall maintain workers' compensation insurance as required by state law covering all employees employed by the Township in connection with the services rendered pursuant to this Agreement.

VII. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Hunterdon, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the Parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

VIII. MODIFICATION: This Agreement may be modified only by an instruction in writing signed by the Parties.

IX. MERGER: This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the Parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

X. WAIVER: No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition of any other term or condition of any subsequent breach, whether of the same or different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

XI. SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

XII. NOTICE: All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address:

For the Township:
Readington Township
Attention: Karin Parker, Township Clerk
509 Route 523
Whitehouse Station, NJ 08889

For the Board:
Readington Township Board of Education
Attention: Jason M. Bohm, Business Administrator
P.O. Box 807
Whitehouse Station, NJ 08889

- XIII. ASSIGNMENT: Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt threat shall be null and void.
- XIV. SECTION HEADINGS: Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.
- XV. COUNTERPARTS: This Agreement may be executed in any number of counterparts, which taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.
- XVI. AMENDMENTS: This Agreement shall be binding upon the Parties, and an amendment thereto shall be effective only if agreed upon by the Parties in writing and properly witnessed.
- XVII. PUBLIC INSPECTION: Each party shall maintain a copy of this Agreement on file at their offices, which shall be open to the public for inspection immediately after passage of a resolution to become a party to this Agreement in accordance with N.J.S.A. 40A:65-5(b).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials.

WITNESS:


 Karla Parker, Clerk

Dated: 11/1/21

READINGTON TOWNSHIP


 Mayor

WITNESS:

READINGTON TOWNSHIP
 BOARD OF EDUCATION

Dated: _____