

**SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, STATE OF NEW JERSEY**

AND

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

**PROVIDING FOR RENTAL AND
USE OF WIRELESS DEVICES**

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, between the Township of West Orange, a municipality in the County of Essex and State of New Jersey whose address is 66 Main Street, West Orange, New Jersey 07052 (the "Township") and the Board of Education of the Township of West Orange, a school district and political subdivision in the County of Essex and State of New Jersey whose address is 179 Eagle Rock Avenue, West Orange, New Jersey 07052 (the "School District" or "BOE"), dated as of April ____, 2020.

WITNESSETH:

WHEREAS, the Township and School District have entered into various shared services and inter-local services agreements in the past, which assist in the improvements of facilities of the School District for school and municipal services; and

WHEREAS, various emergency orders exist by the Federal and State governments due to the Coronavirus worldwide pandemic; and

WHEREAS, by Executive Order of the State of New Jersey, all schools have been closed; and

WHEREAS, the schools are doing everything possible to maintain the continuity of learning; and

WHEREAS, many West Orange students do not currently have the technological tools to participate in remote learning; and

WHEREAS, the Township of West Orange Office of Emergency Management has acquired 175 wireless devices ("Devices") at \$.99 (ninety-nine cents) each which it is willing to supply to the BOE for use by students with the BOE paying the monthly service charge of \$36.99 per device per month for one hundred fifty (150) devices ("BOE Loaned Devices"); and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law for the purpose of reducing property taxes through reduction of expenses; and

WHEREAS, municipalities and school districts are expressly authorized to work together for the provision of recreational and educational related 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, the Township approved the execution of this Agreement by resolution adopted on April ____, 2020, and the School District approved the execution of this Agreement by resolution adopted on April ____, 2020;

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.

Section 2. The Township will purchase the Devices.

Section 3. The School District shall be responsible for paying the monthly service charge for not less than six (6) months for the BOE Loaned Devices ("Term"). The monthly service charge shall not exceed the amount invoiced by the provider, expected to be no more than \$5,548.50. The School District shall remit the service charge to the Township on a monthly basis.

Section 4. Upon completion of the Project, the School District shall return the BOE Loaned Devices to the Township.

Section 5. 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 be incurred or to which the parties may be subjected as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with its performance or nonperformance.

Section 6. The parties' rights and obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 7. This Agreement shall remain in effect for a period of one (1) year from the date of this Agreement.

Section 8. This Agreement shall not affect or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to State and federal law.

Section 9. This Agreement shall be governed by the laws of the State of New Jersey.

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 first above written but on the date set forth below.

[SEAL]

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

By: _____
ROBERT D. PARISI, MAYOR

Date: April ____, 2020

Attest:

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

By: _____, PRESIDENT

Date: April ____, 2020

Witness: