

SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF MONROE,
IN THE COUNTY OF MIDDLESEX, NEW JERSEY
AND
THE MONROE TOWNSHIP BOARD OF EDUCATION

This Shared Services Agreement ("Agreement") between the Township of Monroe, in the County of Middlesex, State of New Jersey (the "Township") and The Monroe Township Board of Education (the "Board") dated as of ^{February 5,} ~~January~~ __, 2024.

WHEREAS, the Township and the Board whenever possible seek to work cooperatively to provide services and facilities for the benefit of the citizens of the Township and to provide the most cost-effective way to fund capital needs and services as encouraged by state policy; and

WHEREAS, the Board plans to undertake a project to renovate and improve the Applegarth School (the "School") in accordance with a State ROD Grant as defined and set forth herein (the "Project"); and

WHEREAS, the Board has requested that the Township provide the matching funds for the Board to be able to receive the State ROD Grant; and

WHEREAS, the Township and the Board have determined that the Project will be mutually beneficial to the Township and Board; and

WHEREAS, the Township and the Board have determined that it would be in the best interest of the residents of the Township to enter into a Shared Services Agreement to share the costs of the Project at the School and for the Township to continue to use the School for its recreational and other programs; and

WHEREAS, the Township and the Board are authorized to enter into this Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*; and

NOW THEREFORE, IT IS HEREBY AGREED by and between the Township and the Board as follows:

1. In order for the Board to take advantage of a Regular Operating District grant from the New Jersey Schools Development Authority in the amount of \$4,050,068.00 (the "ROD Grant") to provide funding for the Project, the Township agrees it will make its best effort to adopt a bond ordinance to provide capital funding for a portion of the costs of the Project pursuant to the bond ordinance including through the proceeds of bonds and/or bond anticipation notes. This Agreement will terminate in the event the Township's bond ordinance is not adopted and effective when needed for the Board to receive the ROD Grant.
2. The Township and the Board agree that the Township has a right to use the school facilities under the control of the Board other than the School (the "Other School Facilities") for recreational and other related programs and municipal purposes for five years and a right to use only the School for such purposes for a period of 15 years, commencing as of the date of this Agreement. Such use of the School and Other School Facilities by the Township shall be (a) subject to and in accordance with this Agreement, including without limitation, Section 3 hereof, (b) during times that do not interfere with the Board's normal and customary use of the School and Other School Facilities and (c) without cost to the Township except that the Township shall provide security methodology

related to the use of the School and the Other School Facilities by the Township as mutually agreed upon by the Board and the Township.

3. The Business Administrator of the Board and the Administrator of the Township will jointly determine a schedule that will accommodate the combined use of the School and Other School Facilities for the periods set forth herein by the Township and the Board, recognizing that the school district functions will take priority in scheduling.
4. The cost of the Project is expected to be \$10,125,170.00. The parties agree that the Township's financial obligation shall not exceed \$5,000,000.00 and that the Board's contribution to the Project, including but not limited to the ROD Grant, shall be the difference between the cost of the Project and the Township's contribution. To the extent that the process undertaken by the Board in the bidding, procurement and construction of the Project results in a cost that exceeds the estimated amount, the cost in excess of \$10,125,170.00, shall be the sole responsibility of the Board.
5. The Township will finance its share of the costs of the Project without any reimbursement by the Board as set forth herein unless otherwise subsequently agreed to in writing by the Township and the Board. The Board will be responsible for implementing the Project. Payment for the Township's share of the cost of the Project shall be made by the Township to the Board in a reasonable time after submission by the Board to the Township of invoices for the portion of the Project for which such funds are being requested by the Board. Upon completion of the Project and the payment of the final invoice by the Township to the Board, the Board shall

submit to the Township a certificate indicating that the Project has been completed.

6. The Board acknowledges that any funds provided by the Township hereunder will be used only for the Project as set forth in this Agreement and must comply with any applicable provisions of the Local Bond Law, constituting Chapter 2 of Title 40A of the New Jersey Statutes, and other applicable laws of the State of New Jersey, including applicable procurement laws. Should any of the Township funds be utilized for any other purposes, then the Board shall be required to return the full amount of any outstanding bond anticipation note or bond proceeds, as applicable. The funds shall be made available to the Board as set forth herein and in accordance with Section 5 hereof immediately after the Township appropriates and has such funds available.
7. As long as obligations issued to finance the Project remain outstanding, the Board covenants that it will comply with any conditions imposed by the Internal Revenue Code of 1986, as amended, in order to preserve the exemption from taxation of interest on the obligations. Neither the proceeds of obligations nor the School shall be used in any manner that would adversely affect the exemption from taxation of interest on the obligations issued to finance the Project. The Board will assist the Township with any information it will need to comply with Federal tax law to maintain the tax exemption of the obligations.
8. The term of this Agreement shall commence on the date of this Agreement and shall terminate on the 15th anniversary of the Township's first payment

to the Board for Project costs, unless terminated sooner in writing by both the Township and the Board.

9. The Township and the Board shall maintain appropriate liability insurance coverage, and annually provide a copy of its insurance certificate, naming the other party as an additional insured with regard to the School and the Township entering upon Board property for purposes of its recreational and other programs. Minimum acceptable limits for bodily injury and property damage are \$1,000,000 each occurrence and \$3,000,000 aggregate. The Board shall obtain the necessary construction bonds, builders risk insurance and professional liability insurance, shall name the Township as an additional insured on such policies, and shall hold the Township harmless for construction damages or for damage or loss resulting from the construction of the Project.
10. The parties shall indemnify, hold harmless and defend one another, their directors, officers, agents and employees, from and against any and all losses, claims, liabilities, damages, actions or expenses including, without limitation, attorney's fees and costs arising out of or relating to any negligence, intentional misconduct and/or activity subject to strict liability arising from any act or omission of their respective agents, employees, contractors, invitees, attendees, patrons, guests or students arising under this Agreement for which the indemnifying party is found to be solely liable.
11. If either party breaches this Agreement, the other party may terminate this Agreement after providing thirty (30) days' notice to the breaching party and providing such breaching party thirty (30) days to cure any such breach. If the breach cannot be cured within thirty (30) days, and the

parties do not mutually agree to an extension thereof, the non-breaching party may terminate this Agreement and seek all appropriate legal redress.

12. All notices under this Agreement must be in writing. The notices must be sent via fax or email and regular mail simultaneously, or by certified mail, return receipt requested, or by an overnight delivery service of good repute, to the other party, at the addresses identified herein. Notices shall be sent and addressed as follows:

If to the Board of Education:	Monroe Township Board of Education 423 Buckelew Avenue Monroe Township, New Jersey 08831 Attention: Laura Allen, Business Administrator
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If to the Township:	Monroe Township 1 Municipal Plaza Monroe Township, New Jersey 08831 Attention: Alan Weinberg, Business Administrator
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13. The Board shall, at its sole cost and expense, comply with all requirements of County of Middlesex, State of New Jersey and Federal rules and regulations and statutes now in force.
14. The Township will make its best efforts to adopt a bond ordinance to provide \$5,000,000.00 for use by the Board for the purposes set forth herein.
15. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
16. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the

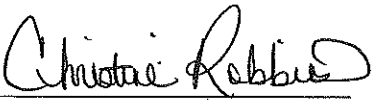
validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

17. This Agreement contains the entire Shared Services Agreement between the parties. No representatives, agents or employees of any party has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes, modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by both parties as set forth in Section 12 hereof.
18. This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid it shall have been reduced to writing and signed by all parties. This Agreement may not be modified unless the same has been approved by the Monroe Township Council and by the Monroe Township Board of Education.

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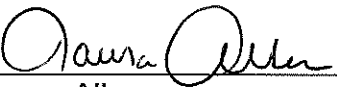
19. Pursuant to N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed,
for informational purposes, with the Division of Local Government
Services in the Department of Community Affairs.

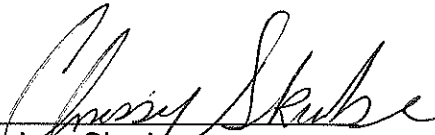
TOWNSHIP OF MONROE

By 
Christine Robbins
Township Clerk

By 
Stephen Dalina
Mayor

MONROE TOWNSHIP BOARD OF EDUCATION

By 
Laura Allen
Business Administrator/
Board Secretary

By 
Chrissy Skurbe
Board President