

**INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN
THE BOROUGH OF CARTERET AND THE CARTERET BOARD OF EDUCATION
IN CONNECTION WITH THE PROVISION OF VARIOUS PROGRAMS
AND SERVICES BY THE BOROUGH**

THIS INTERLOCAL SERVICES AGREEMENT (the "Agreement") by and between the **BOROUGH OF CARTERET** (the "Borough") and the **CARTERET BOARD OF EDUCATION** (the "Board") (collectively, the "Parties").

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40:8A-1 et seq., the New Jersey Interlocal Services Act (the "Act"), a municipality and a board of education may enter into a contract for the joint provision of service or services within their several jurisdictions, and said service or services may be performed by either entity on behalf of the other, to promote efficiencies and economies in the delivery of same; and

WHEREAS, the Borough is desirous of assisting the Board by performing certain municipal services on behalf of, and make certain municipal facilities available to the Board through such an Agreement; and

WHEREAS, the Borough and Board have each duly authorized the entering into of this Agreement to provide for the same.

NOW, THEREFORE, the parties hereto, in consideration of good and mutual covenants, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. NATURE AND EXTENT OF SERVICES.

- a. The Borough shall supply, prepare and maintain all sports fields and ancillary facilities and equipment, including all field maintenance, cleaning, layout, lighting, grooming, striping, and the like, for the interscholastic and intramural sporting events and programs operated by the Borough and/or the Board, including, but not limited to, the following:
 - i. The four baseball/softball fields used for Carteret High School baseball/softball games (Sullivan Field, Louis Street Field, Carteret Avenue Field, and Grant Avenue Field) along with necessary and appropriate restroom facilities and seating;
 - ii. The two soccer fields (Beverly Street Field and WOR Field) along with necessary and appropriate restroom facilities and seating;
 - iii. The Louis Street tennis courts, including securing fences, fence lines and sidewalks; and
 - iv. The Carteret Park basketball courts on the Louis Street side.

Any and all treatments of fields for fertilization or weed control must be done by a certified Integrated Pest Management (IPM) Coordinator or licensed applicator in accordance with State law for the safety of students and staff using these areas. The Borough shall provide the Board at least two school days' prior notice of any such treatment.

The Board shall maintain the Carteret High School football field and stadium and cover all costs related to Carteret High School football games.

- b. The Borough shall provide and maintain a professional security and resident civilian safety program at designated public school buildings and facilities, which shall be established between the Borough Police Chief, or his designee, and the Superintendent of Schools, or his designee. The Borough shall be responsible for all administration and oversight associated with the operation of said security program and will provide, at a minimum, one school security officer at Carteret High School and another at Carteret Middle School to monitor the school entrances during school hours. The school security officers shall wear security uniforms (shirt, pants and a jacket) provided by the Borough.
- c. During the course of the school year, in coordination with the Board, the Borough shall staff, administer and maintain a "safe streets-to-school" program for the Borough's school children, to include all necessary personnel and administrative oversight and management for said program, and including any authorized public improvements associated therewith. The program shall also include an educational component to be established by the Borough Police Chief in conjunction with a representative designated by the Board.
- d. The Borough shall be responsible for the collection and disposal of all type 10 and type 13 trash including all mandatory recyclable materials, at all public school and administration buildings. The Board shall be responsible to implement and maintain a mandatory source recycling program in accordance with the required directives from the Borough's Recycling Coordinator and the Borough's ordinance(s) regulating the same. The Borough shall provide said trash collection and disposal consistent with the collection and disposal program presently in place, which includes a minimum of one dumpster at the Nathan Hale School; two dumpsters at Columbus School, Minue School, and Carteret Middle School; three dumpsters at Carteret High School; and concrete pads on which to place all dumpsters.

The Borough shall ensure that all trash collection and disposal is in compliance with all applicable laws and ordinances. The Borough shall reimburse the Board for any fines, assessments, or costs incurred by the Board as a result of the Borough's failure to properly collect and dispose of the Board's refuse.

The parties agree that the value of trash collection as described herein is \$7,000 per month. Notwithstanding Paragraph 7 ("Termination") herein, the Board reserves the right to terminate trash collection by the Borough if the Borough fails

to perform its obligations pursuant to this Paragraph 1. Prior to any such termination, the Board will provide the Borough with written notice of the Borough's default and provide the Borough 30 days in which to cure the default. In the event of such cancellation, the remainder of this Agreement shall remain in effect, except that the Board's obligation for costs pursuant to Paragraph 2 ("Costs") below shall be reduced accordingly.

- e. The Borough shall permit the Board to use the Borough's Swift Reach 911 Community Notification System on an as-needed basis.
2. **COSTS.** In return for the Borough's provision of the above described interlocal services, facilities and programs, the Board shall reimburse the Borough the sum of \$750,000. The Board's first payment of \$375,000 shall be made by July 31, 2008; the second payment of \$187,500 shall be made by September 30, 2008; and the balance due of \$187,500 shall be paid by December 31, 2008.
3. **AGREEMENT SUBJECT TO BUDGET APPROVAL.** The Borough and the Board acknowledge that the within Agreement shall be subject to approval of the Board's budget for the 2008-2009 school year by the New Jersey Department of Education.
4. **DISPUTES.** In the event that any disputes or questions arise between the Borough and the Board as to the interpretation of the terms of this Agreement or the satisfactory performance by either the Borough or the Board of the services and other responsibilities provided for in this Agreement, the Mayor and the Superintendent of Schools agree to use their best efforts to amicably resolve such disputes or questions between themselves.
5. **NO ASSIGNMENT.** This Agreement shall not be assigned by either the Borough or the Board without the express, written consent of the other party.
6. **TERM.** This Agreement shall be in effect between January 1, 2008 and December 31, 2008. The Board and the Borough agree that, prior to December 31, 2008, representatives of both parties shall meet to discuss the extension of this Agreement.
7. **TERMINATION.** This Agreement may be terminated by either the Board or the Borough in the event the other party defaults in the performance of any of the terms and conditions of this Agreement. Prior to such termination, the party seeking to terminate the Agreement will provide the defaulting party with written notice of the default and provide the defaulting party 45 days in which to cure the default. In the event that this Agreement is terminated prior to the end of its term, the Board's obligation for costs pursuant to Paragraph 2 ("Costs") above shall be reduced accordingly. In no event shall the Board be required to reimburse the Borough for any services prior to July 31, 2008.
8. **INTEGRATION.** The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

9. **INDEMNIFICATION.** The Borough and Board shall each hold harmless, defend and indemnify the other for any loss, damage or claim incurred by or asserted against the other resulting directly from the performance of its respective obligations hereunder.
10. **NONDISCRIMINATION.** To the extent applicable, the Borough and Board agree to comply with the relevant provisions of the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and the regulations promulgated pursuant thereto, N.J.A.C. 17-27.
11. **GOVERNING LAW.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.
12. **SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.
13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be executed by the Borough and the Board and all of which shall be regarded as one original and shall constitute and be but one and the same.
14. **AGREEMENT CONTINGENT UPON APPROVAL.** This Agreement is contingent upon and will not take effect until and unless an ordinance has been passed by the Borough and a resolution adopted by the Board approving same.

IN WITNESS WHEREOF, the Borough and the Board have caused this Agreement to be executed by their duly authorized officials as follows:

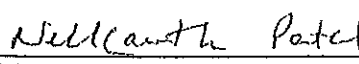
ATTEST:



5/19/08

Date

ATTEST:

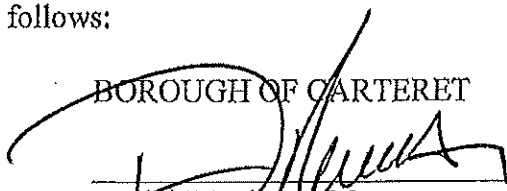


Nilkanth Patel
Business Administrator/Board Secretary

05-19-08

Date

BOROUGH OF CARTERET



Daniel J. Reiman, Mayor

5/19/08

Date

CARTERET BOARD OF EDUCATION



Dennis Cherepski
Board President

5/19/08

Date

**AGREEMENT BY AND BETWEEN
THE BOROUGH OF CARTERET AND THE CARTERET BOARD OF EDUCATION
IN CONNECTION WITH THE PROVISION OF VARIOUS PROGRAMS
AND SERVICES BY THE BOROUGH**

THIS SHARED SERVICES AGREEMENT (the "Agreement") by and between the **BOROUGH OF CARTERET** (the "Borough") and the **CARTERET BOARD OF EDUCATION** (the "Board") (collectively, the "Parties").

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act, a municipality and a board of education may enter into a contract for the joint provision of service or services within their several jurisdictions, and said service or services may be performed by either entity on behalf of the other, to promote efficiencies and economies in the delivery of same; and

WHEREAS, the Borough is desirous of assisting the Board by performing certain municipal services on behalf of, and make certain municipal facilities available to the Board through such an Agreement; and

WHEREAS, the Borough and Board have each duly authorized the entering into of this Agreement to provide for the same.

NOW, THEREFORE, the Parties hereto, in consideration of good and mutual covenants, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. NATURE AND EXTENT OF SERVICES.

- a. The Borough shall supply, prepare and maintain all sports fields and ancillary facilities and equipment, including all field maintenance, cleaning, layout, lighting, grooming, striping, and the like, for the interscholastic and intramural sporting events and programs operated by the Borough and/or the Board, including, but not limited to, the following:
 - i. The four baseball/softball fields used for Carteret High School baseball/softball games (Sullivan Field, Louis Street Field, Carteret Avenue Field, and Grant Avenue Field) along with necessary and appropriate restroom facilities and seating;
 - ii. The two soccer fields (Beverly Street Field and WOR Field) along with necessary and appropriate restroom facilities and seating;
 - iii. The Louis Street tennis courts, including securing fences, fence lines and sidewalks; and
 - iv. The Carteret Park basketball courts on the Louis Street side.

The Carteret High School football team shall be allowed to use Sullivan Field for football practice two times a week during football season (August 2012 through November 2012) to the extent said field is not already scheduled for use by some other local organization.

Any and all treatments of fields for fertilization or weed control must be done by a certified Integrated Pest Management (IPM) Coordinator or licensed applicator in accordance with State law for the safety of students and staff using these areas. The Borough shall provide the Board at least seventy-two hours prior notice of any such treatment and shall provide the Board with the name of the applicator and the name of all pesticides used.

- b. The Board shall maintain the Carteret High School football field and stadium and cover all costs related to Carteret High School football games. The Borough shall provide and maintain a professional security and resident civilian safety program at designated public school buildings and facilities, which shall be established between the Borough Police Chief, or his designee, and the Superintendent of Schools, or his designee. The Borough shall be responsible for all administration and oversight associated with the operation of said security program and will provide, at a minimum, one school security officer at all Board facilities during the school day as well as during any Board sponsored activity at such facility on an as needed basis, as determined by the Board at the then current hourly rate to be paid by the Board. The school security officers shall wear security uniforms (shirt, pants and a jacket) provided by the Borough.
- c. During the course of the school year, in coordination with the Board, the Borough shall staff, administer and maintain a "safe streets-to-school" program for the Borough's school children, to include all necessary personnel and administrative oversight and management for said program, and including any authorized public improvements associated therewith. The program shall also include an educational component to be established by the Borough Police Chief in conjunction with a representative designated by the Board.
- d. The Borough shall be responsible for the collection and disposal of all type 10 and type 13 trash including all mandatory recyclable materials, at all public school and administration buildings. The Board shall be responsible to implement and maintain a mandatory source recycling program in accordance with the required directives from the Borough's Recycling Coordinator and the Borough's ordinance(s) regulating the same. The Borough shall provide said trash collection and disposal, which includes a minimum of one dumpster at the Nathan Hale School; two dumpsters at Columbus School, Minue School, and Carteret Middle School; three dumpsters at Carteret High School; and concrete pads on which to place all dumpsters. The Borough shall pick up trash three times per week at Carteret High School, to the extent there is no additional cost to the Borough for the third trash pick up. The Borough shall pick up trash two times per week at all other schools in the Carteret School District ("District").

The Borough shall ensure that all trash collection and disposal is in compliance with all applicable laws and ordinances. The Borough shall reimburse the Board for any fines, assessments, or costs incurred by the Board as a result of the Borough's failure to properly collect and dispose of the Board's refuse.

The Parties agree that the value of trash collection as described herein is \$7,000.00 per month. Notwithstanding Paragraph 7 of this Agreement ("Termination") of this Agreement, the Board reserves the right to terminate trash collection by the Borough if the Borough fails to perform its obligations pursuant to this Paragraph 1.d. Prior to any such termination, the Board will provide the Borough with written notice of the Borough's default and provide the Borough thirty (30) days in which to cure the default. In the event of such cancellation, the remainder of this Agreement shall remain in effect, except that the Board's obligation for costs shall be reduced accordingly.

- e. The Borough shall permit the Board to use the Borough's Swift Reach 911 Community Notification System on an as-needed basis at no additional cost.
- f. The Borough shall provide the Board with use of the Carteret Free Public Library, upon request. The Board shall assist the Borough in its purchase of summer reading program materials and will pay for the cost of a Borough librarian, two days per week at three hours per day. Additionally, the Borough will provide the Board with a reading room for use by pre-kindergarten students.
- g. The Borough has undertaken the full responsibility for the design, financing and construction of various recreational/park facility upgrades and improvements, to include sports and active recreation facility improvements at Carteret Park, Civic Center Park, John's Street Park and Lefferts Street Soccer Field. These facilities are utilized and relied upon by Board and Borough in conjunction with their respective programs. The Borough shall complete these related construction projects and maintain the facilities for use by the Board throughout its programs.
- h. The Borough has initiated and will continue a coordinated plan, to include significant professional engineering, planning and legal efforts, to advance the approval by the New Jersey Department of Environmental Protection Green Acres Program and the New Jersey State House Commission for the diversion of previously designated park area to make the same available for the future construction of new educational facilities.
- i. The Borough has secured and will maintain necessary insurance coverage for the various recreational facilities and programs that are utilized and relied upon by the Board in the operation of its respective programs.
- j. The Borough shall provide transportation services to students in the District and shall be responsible for all costs associated with the operation of the two qualifying student transportation buses with the exception of the lease payment for these two buses, which shall be the responsibility of the Board.

2. **COSTS.** In return for the Borough's provision of the above described interlocal services, facilities and programs, the Board shall reimburse the Borough the sum of \$772,500 plus \$25,000 for the lease payments for the two qualifying student transportation buses described above. The Board's first payment of \$398,750.00 shall be made by July 31, 2012; the second payment of \$199,375.00 shall be made by September 30, 2012; and the balance due of \$199,375.00 shall be paid by December 31, 2012.
3. **AGREEMENT SUBJECT TO BUDGET APPROVAL.** The Borough and the Board acknowledge that the within Agreement shall be subject to approval of the Board's budget for the 2012-2013 school year by the New Jersey Department of Education.
4. **DISPUTES.** In the event that any disputes or questions arise between the Borough and the Board as to the interpretation of the terms of this Agreement or the satisfactory performance by either the Borough or the Board of the services and other responsibilities provided for in this Agreement, the Mayor and the Superintendent of Schools agree to use their best efforts to amicably resolve such disputes or questions between themselves.
5. **NO ASSIGNMENT.** This Agreement shall not be assigned by either the Borough or the Board without the express, written consent of the other party.
6. **TERM.** This Agreement shall be in effect between January 1, 2012 and December 31, 2012. The Board and the Borough agree that, prior to December 31, 2012; representatives of both Parties shall meet to discuss the extension of this Agreement.
7. **TERMINATION.** This Agreement may be terminated by either the Board or the Borough in the event the other party defaults in the performance of any of the terms and conditions of this Agreement. Prior to such termination, the party seeking to terminate the Agreement will provide the defaulting party with written notice of the default and provide the defaulting party forty-five (45) days in which to cure the default. In the event that this Agreement is terminated prior to the end of its term, the Board's obligation for costs shall be reduced accordingly. In no event shall the Board be required to reimburse the Borough for any services prior to July 31, 2012.
8. **INTEGRATION.** The provisions of this Agreement shall (a) constitute the entire agreement between the Parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both Parties.
9. **INDEMNIFICATION.** The Borough and Board shall each hold harmless, defend and indemnify the other for any loss, damage or claim incurred by or asserted against the other resulting directly from the performance of its respective obligations hereunder.
10. **NONDISCRIMINATION.** To the extent applicable, the Borough and Board agree to comply with the relevant provisions of the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and the regulations promulgated pursuant thereto, N.J.A.C. 17-27.
11. **GOVERNING LAW.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.

12. **SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.
13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be executed by the Borough and the Board and all of which shall be regarded as one original and shall constitute and be but one and the same.
14. **AGREEMENT CONTINGENT UPON APPROVAL.** This Agreement is contingent upon and will not take effect until and unless an ordinance has been passed by the Borough and a resolution adopted by the Board approving same.

IN WITNESS WHEREOF, the Borough and the Board have caused this Agreement to be executed by their duly authorized officials as follows:

BOROUGH OF CARTERET

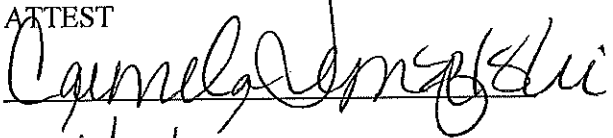

Daniel J. Reiman, Mayor

Robert J. Bergen, Law Director

Date

4/2/12

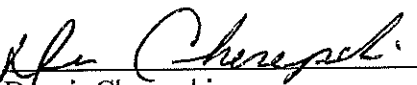
ATTEST



Date

4/2/12

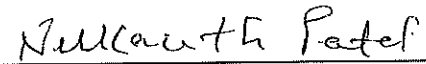
CARTERET BOARD OF EDUCATION


Dennis Cherepski
Board President

Date

3-29-12

ATTEST


Nilkanth Patel
Business Administrator/Board Secretary

Date

03-29-12

**AGREEMENT BY AND BETWEEN
THE BOROUGH OF CARTERET AND THE CARTERET BOARD OF EDUCATION
IN CONNECTION WITH THE PROVISION OF VARIOUS PROGRAMS
AND SERVICES BY THE BOROUGH**

THIS INTERLOCAL SERVICES AGREEMENT (the "Agreement") by and between the **BOROUGH OF CARTERET** (the "Borough") and the **CARTERET BOARD OF EDUCATION** (the "Board") (collectively, the "Parties").

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40:8A-1 et seq., the New Jersey Interlocal Services Act (the "Act"), a municipality and a board of education may enter into a contract for the joint provision of service or services within their several jurisdictions, and said service or services may be performed by either entity on behalf of the other, to promote efficiencies and economies in the delivery of same; and

WHEREAS, the Borough is desirous of assisting the Board by performing certain municipal services on behalf of, and make certain municipal facilities available to the Board through such an Agreement; and

WHEREAS, the Borough and Board have each duly authorized the entering into of this Agreement to provide for the same.

NOW, THEREFORE, the Parties hereto, in consideration of good and mutual covenants, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. NATURE AND EXTENT OF SERVICES.

- a. The Borough shall supply, prepare and maintain all sports fields and ancillary facilities and equipment, including all field maintenance, cleaning, layout, lighting, grooming, striping, and the like, for the interscholastic and intramural sporting events and programs operated by the Borough and/or the Board, including, but not limited to, the following:
 - i. The four baseball/softball fields used for Carteret High School baseball/softball games (Sullivan Field, Louis Street Field, Carteret Avenue Field, and Grant Avenue Field) along with necessary and appropriate restroom facilities and seating;
 - ii. The two soccer fields (Beverly Street Field and WOR Field) along with necessary and appropriate restroom facilities and seating;
 - iii. The Louis Street tennis courts, including securing fences, fence lines and sidewalks; and
 - iv. The Carteret Park basketball courts on the Louis Street side.

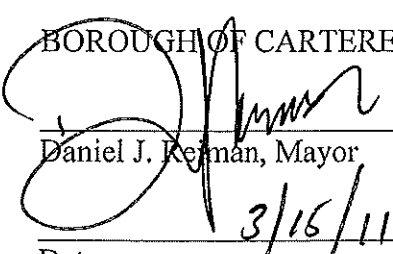
Any and all treatments of fields for fertilization or weed control must be done by a certified Integrated Pest Management (IPM) Coordinator or licensed applicator in accordance with State law for the safety of students and staff using these areas. The Borough shall provide the Board at least two (2) school days' prior notice of any such treatment.

- b. The Board shall maintain the Carteret High School football field and stadium and cover all costs related to Carteret High School football games. The Borough shall provide and

8. **INTEGRATION.** The provisions of this Agreement shall (a) constitute the entire agreement between the Parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both Parties.
9. **INDEMNIFICATION.** The Borough and Board shall each hold harmless, defend and indemnify the other for any loss, damage or claim incurred by or asserted against the other resulting directly from the performance of its respective obligations hereunder.
10. **NONDISCRIMINATION.** To the extent applicable, the Borough and Board agree to comply with the relevant provisions of the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and the regulations promulgated pursuant thereto, N.J.A.C. 17-27.
11. **GOVERNING LAW.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.
12. **SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.
13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be executed by the Borough and the Board and all of which shall be regarded as one original and shall constitute and be but one and the same.
14. **AGREEMENT CONTINGENT UPON APPROVAL.** This Agreement is contingent upon and will not take effect until and unless an ordinance has been passed by the Borough and a resolution adopted by the Board approving same.

IN WITNESS WHEREOF, the Borough and the Board have caused this Agreement to be executed by their duly authorized officials as follows:

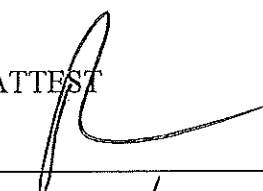
BOROUGH OF CARTERET


Daniel J. Keefman, Mayor

Date

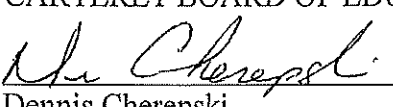
3/15/11

ATTEST


Date

3/15/11

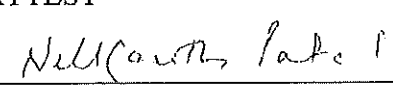
CARTERET BOARD OF EDUCATION


Dennis Cherepski
Board President

Date

3/4/11

ATTEST


Nilkanth Patel
Business Administrator/Board Secretary

Date

03-14-11

**AGREEMENT BY AND BETWEEN
THE BOROUGH OF CARTERET AND THE CARTERET BOARD OF EDUCATION
IN CONNECTION WITH IMPROVEMENTS TO THE LOUIS STREET TENNIS COURTS AND
THE CARTERET PARK BASKETBALL COURTS**

THIS INTERLOCAL SERVICES AGREEMENT (the "Agreement") by and between the **BOROUGH OF CARTERET** (the "Borough") and the **CARTERET BOARD OF EDUCATION** (the "Board") (collectively, the "Parties").

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40:8A-1 et seq., the New Jersey Interlocal Services Act (the "Act"), a municipality and a board of education may enter into a contract for the joint provision of service or services within their several jurisdictions, and said service or services may be performed by either entity on behalf of the other, to promote efficiencies and economies in the delivery of same; and

WHEREAS, the Borough and the Board are desirous of making physical improvements and upgrades to certain public recreational facilities, such as the Louis Street Tennis Courts and the Carteret Park Basketball Courts, which are used by both the Borough and Board through such an Agreement; and

WHEREAS, the Borough and Board have each duly authorized the entering into of this Agreement to provide for the same.

NOW, THEREFORE, the parties hereto, in consideration of good and mutual covenants, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. NATURE AND EXTENT OF SERVICES.

- a. The Borough shall assume the responsibility for the reconstruction, including all necessary engineering work, of the Louis Street Tennis Courts and the Carteret Park Basketball Courts located adjacent to Louis Street (hereinafter the "Project").
- b. The Borough shall perform, or cause to be performed, all of the work necessary for the design, the bidding, as necessary, and the construction oversight and contract administration, including securing any and all necessary governmental approvals and/or permits, for the Project.
- c. The Borough shall be responsible for awarding a construction contract to a certified Public Works Contractor, as necessary, to complete the Project, and administering the same, all in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and all other applicable laws and/or regulations.

2. **COSTS.** In return for the Borough's provision of the above described services, the Board shall reimburse the Borough the sum of \$250,000.00 toward the cost of the Project.

3. **NO ASSIGNMENT.** This Agreement shall not be assigned by either the Borough or the Board without the express, written consent of the other party.

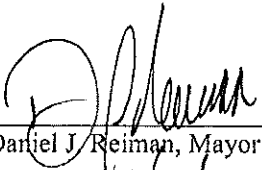
4. **INTEGRATION.** The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

5. **INDEMNIFICATION.** The Borough and Board shall each hold harmless, defend and indemnify the other for any loss, damage or claim incurred by or asserted against the other resulting directly from the performance of its respective obligations hereunder.
6. **NONDISCRIMINATION.** To the extent applicable, the Borough and Board agree to comply with the relevant provisions of the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and the regulations promulgated pursuant thereto, N.J.A.C. 17-27.
7. **GOVERNING LAW.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.
8. **SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.
9. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be executed by the Borough and the Board and all of which shall be regarded as one original and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the Borough and the Board have caused this Agreement to be executed by their duly authorized officials as follows:

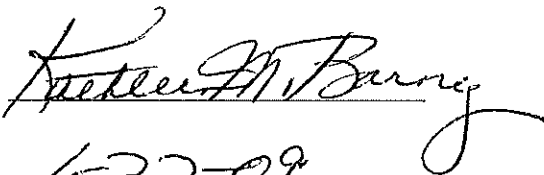
BOROUGH OF CARTERET

ATTEST



Daniel J. Reiman, Mayor
6/22/09

Date



6-22-09

Date

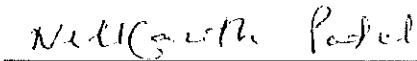
CARTERET BOARD OF EDUCATION

ATTEST



Dennis Cherepski
Board President
6.17.09

Date



Nilkanth Patel
Business Administrator/Board Secretary
06-17-09

Date