

**AGREEMENT BY AND BETWEEN THE BRICK TOWNSHIP
BOARD OF EDUCATION AND BRICK TOWNSHIP SOCCER ASSOCIATION**

WHEREAS, the Brick Township Board of Education, County of Ocean, State of New Jersey (hereinafter referred to as “BOE”), with a business office located at 101 Hendrickson Avenue, Brick, New Jersey 08724, and Brick Township Soccer Association, County of Ocean, State of New Jersey (hereinafter referred to as BTSA), with a business office located at P.O. 1905, Brick, NJ 08723, have discussed a shared service agreement wherein BOE would provide use of the Turf Field with Lights at Veterans Memorial Middle School and in lieu of payment, BTSA would provide a minimum of 40 bags of Athletic Field/Turf Seed; and

WHEREAS, BTSA is in need of the Turf Field and Lights; and

WHEREAS, BOE has availability on the Turf Field with Lights located at 105 Hendrickson Avenue, Brick, New Jersey 08724;

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., local governmental units may enter into agreements for shared services with other local governmental units to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act must do so by the adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment, and assignment and allocation of responsibility for meeting standards between and among the parties; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, BOE and BTSA agree as follows:

1. The parties hereby agree to enter into the Shared Services Agreement in accordance with the provisions of N.J.S.A. 40A:65-1 et seq. This Agreement shall expire on June 30, 2018, unless mutually extended by and between the parties.

2. This Agreement may be terminated by either party by providing notification to the other party a minimum of 30 days in advance of such termination.

3. **SERVICES TO BE PERFORMED BY BOE**

BOE to provide use of the Turf Field with Lights located at 105 Hendrickson Avenue, Brick, New Jersey 08724 upon request by BTSA and when the Turf Field with Lights is available for soccer practices and games.

SERVICES TO BE PERFORMED BY BTSA

BTSA, in lieu of payment for use of the Turf Field with Lights, shall provide to the BOE with a minimum of 40 bags of Athletic Field/Turf Seed.

4. The parties agree to continue discussing additional shared services and to coordinate potential joint projects and services to be provided to the residents, taxpayers and students in order to best protect their interests.

5. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement shall be construed so as to render BTSA, an employee, agent, representative, joint venturer or partner of the BOE, and BTSA shall not hold itself out to others in such capacity. BTSA shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the BOE. BTSA shall have no authority to bind the BOE to contracts or to incur any other obligations on behalf of the

BOE, and any such contracts or obligations entered into or incurred by BTSA shall be void.

6. BTSA agrees to defend and indemnify and hold harmless the BOE, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to personal injury or property damage or any other claim arising out of the acts or omissions, including negligence or malpractice, of the BTSA, or of any of its officers, directors, employees, agents, servants or independent contractors in connection with their responsibilities under this Agreement. BTSA's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

7. Throughout the term of this Agreement, BTSA agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. BTSA shall provide the BOE with evidence of such coverage upon request. Said insurance shall name the BOE as an additional insured.

8. INTERPRETATIONS OF SPECIFICATIONS AND

CONTRACT:

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.

9. NOTICES. All notices, requests, demands and other

communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.

10. COUNTERPARTS. This Agreement may be executed

simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. BENEFIT. This Agreement shall be binding upon, and inure to the

benefit of the legal representatives, successors and assigns of the parties hereto.

12. ENTIRE AGREEMENT. This Agreement contains and sets forth

the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.

13. The effective date of this Agreement shall be July 1, 2016. It shall

be the obligation of the party to deliver the copies of the Agreement to all parties who are signatories hereto.

14. Failure of either party to insist upon the strict performance of any

of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

15. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

16. The designated contacts for this Agreement shall be as follows:

For BOE: James W. Edwards, Jr., Business Administrator/Board Secretary
Brick Township Board of Education
101 Hendrickson Avenue
Brick, NJ 08724
(732) 785-3000

For Brick Township: Emilio Tirone, President
Soccer Association Brick Township Soccer Association
P.O. Box 1905
Brick, NJ 08723

17. This Agreement represents the entire agreement between the parties and may not be modified or amended, except by written agreement between the parties.

18. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Agreement shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.

19. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

21. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written:

ATTEST:

**THE BRICK TOWNSHIP
BOARD OF EDUCATION**

JAMES W. EDWARDS, JR.
Business Administrator

JOHN LAMELA
President

ATTEST:

BRICK TOWNSHIP SOCCER ASSOCIATION

EMILIO TIRONE
President