

**AGREEMENT BY AND BETWEEN THE BRICK TOWNSHIP  
BOARD OF EDUCATION AND THE FOUNDATION FOR  
EDUCATIONAL ADMINISTRATION (FEA)**

**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 the Foundation for Educational Administration, County of Middlesex, State of New Jersey (hereinafter referred to as FEA), with a business office located at 12 Centre Drive, Monroe Township, NJ 08831, have discussed a shared service agreement wherein BOE would provide space for the presenting of professional development programs and FEA providing the BOE seats to said programs in lieu of paying rental fees for use of the BOE facility; and

**WHEREAS**, FEA is in need of a professional development center in which to provide its professional development programs; and

**WHEREAS**, BOE has created a Professional Development Center in its Administration Building located at 101 Hendrickson Avenue, Brick, New Jersey 08724; and

**WHEREAS**, the parties have discussed and reached an agreement as to FEA making use of the BOE’s Professional Development Center and FEA providing the BOE five (5) free seats to its professional development programs offered at the Professional Development Center; and

**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 FEA 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, 2019, 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 60 days in advance of such termination.

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

BOE to provide its Professional Development Center at its Administration Building located at 101 Hendrickson Avenue, Brick, New Jersey 08724 upon request by FEA and when such Professional Development Center is available in order to permit FEA to provide professional development programs.

**SERVICES TO BE PERFORMED BY FEA**

FEA, in lieu of payment of a rental facility fee, shall provide to the BOE five (5) free seats for each Professional Development Program it provides at the Professional Development Center.

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 FEA an employee, agent, representative, joint venturer or partner of the BOE, and FEA shall not hold itself out to others in such capacity. FEA shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the BOE. FEA 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 FEA shall be void.

6. FEA 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 FEA, or of any of its officers, directors, employees, agents, servants or independent contractors in connection with their responsibilities under this Agreement. FEA'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, FEA 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. FEA 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 the date upon which it is executed by the last party to sign same and it shall be the obligation of the party to insert the date and 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 FEA: Jay Doolan, Ed.D, Chief Executive Officer  
Foundation for Educational Administration  
12 Centre Drive  
Monroe Township, NJ 08831  
(609) 860-1200

17. 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.

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

19. 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.

20. 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.

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

22. 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

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**STEPHANIE WOHLRAB**  
President

ATTEST:

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**JAY DOOLAN, Ed.D**  
**CHIEF EXECUTIVE OFFICER**