

LYNDHURST BOARD OF EDUCATION

August 2, 2017

Agenda

(Meeting # 8)

WELCOME, to a public meeting of the Lyndhurst Board of Education. The Board is meeting this evening for the purpose of taking official, formal action on the business of the Board and school district.

The business the Board will act on this evening, as contained on the following pages, is broken down in sections in this order:

New Business

The FIRST segment – Public Hearing on Meeting Agenda is devoted to hearing from those persons who might have questions or statements regarding any of the matters listed on the following pages and which the Board will be acting on this evening.

The SECOND segment – Public Hearing on Other Than Meeting Agenda is devoted to hearing from those persons who might have questions or statements regarding Board or school district matters OTHER THAN matters which appear on the following pages.

If you wish to address the Board, at either or both of these public hearing segments, you are asked to sign in on the speakers' sheet located on the podium. When your name is called, please wait until you are recognized by the Board president. When recognized, please stand up and clearly state your name and address. All questions or statements must be addressed to the Board president.

The Board, through the president, or upon permission of the president through individual Board members, may or may not respond to your comments.

Members of the public are asked to refrain from reading articles out loud at meetings. If there is an article(s) that you would like the Board to know about, please leave a copy with the Board Secretary or Business Administrator who will see to it that it gets distributed to the proper persons.

We hope your visit with us this evening will be an enjoyable and informative one.

1. CALL TO ORDER
2. SALUTE TO FLAG
3. ROLL CALL
4. PRESIDING OFFICER'S MEETING NOTICE STATEMENT
5. PUBLIC HEARING ON MEETING AGENDA
6. BOARD DISCUSSION & FORMAL BUSINESS AGENDA
7. PUBLIC HEARING ON OTHER THAN MEETING AGENDA
8. ADJOURNMENT

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New Business

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PLEASE NOTE: It may be necessary, from time to time, to remove or make changes in a motion(s) between the time this agenda is prepared and when the Board takes action.

New Business

Any Board member who takes exception to any of the following listed actions under the category of New Business may so indicate now and a separate motion for each of the excepted actions will be entertained.

Motion made by _____ second by _____ that the following New Business actions of the Board numbered _____ through _____ exception actions be adopted.

Roll Call For:

1. BE it resolved that the Lyndhurst Board of Education approve the assignment of the Board Attorney to serve as Board Secretary for this evening's meeting.
2. BE it resolved that the Lyndhurst Board of Education approve the Interlocal Services Agreement established between the Lyndhurst Board of Education and the Township of Lyndhurst (attached).
3. Whereas, The Board of Education of Lyndhurst in the County of Bergen, New Jersey (the "Board"), desires to proceed with a school facilities project consisting generally of:
New Junior High School for the Lyndhurst School District

Whereas, the Board now seeks to take the initial steps in order to proceed with the Project:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE LYNDHURST SCHOOL DISTRICT IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, as follows:

Section 1. In accordance with the requirements of Section 6A:26-3 of the New Jersey Administrative Code, the Board hereby approves the Educational Specifications prepared in connection with the project and the Board further authorizes the submission of same to the Bergen County Superintendent of Schools and the New Jersey Department of Education for approval.

Section 2. In accordance with the requirements of Section 6A:26-3 of the New Jersey Administrative Code, the Board hereby approves the Schematic Plans prepared in connection with the Project and the Board further authorizes the submission of same to the Bergen County Superintendent of Schools and the New Jersey Department of Education for approval. The Board further authorizes the submission of the Schematic Plans to the Municipal planning board for its review. This project is designated "Other Capital" and the Board is not seeking state funding.

Section 3. The School Administration and such other officers and agents of the Board as are necessary, including the Board attorney, bond counsel and architect, are hereby authorized to perform such other acts, to execute such other documents and to do such other things as are necessary to implement the determinations of the Board set forth in this resolution. Including the submission of Information to the New Jersey Department of Education as applicable to the proposed Project.

Section 4. This resolution shall take effect immediately.

4. BE IT RESOLVED, that the Lyndhurst Board of Education approve the Shared Services and Facilities Agreement between the Lyndhurst Board of Education and the Township of Lyndhurst, effective September 1, 2017 through August 31, 2022.

AGREEMENT

In accordance with N.J.S.A. 40A:65-1 et seq., the Uniformed Shared Services and Consolidation Act, and in accordance with N.J.S.A. 40A:12A-1 et seq., the Local Redevelopment and Housing Law, the Township of Lyndhurst, Bergen County, through its governing body, the Board of Commissioners, and the Lyndhurst School District, through the Board of Education, herein agree to the following terms and conditions and say:

This **AGREEMENT**, is made the _____ August, 2017 by and between the Township of Lyndhurst, a municipal corporation of the State of New Jersey, having offices located at 367 Valley Brook Avenue, Lyndhurst, New Jersey, 07071 hereinafter referred to as the "Township", or "Provider", and the Lyndhurst Board of Education, having offices located at 420 Fern Avenue, Lyndhurst, New Jersey, 07071 hereinafter referred to as the "Board", or "Receiver", and together the Township and Board shall be referred to as the "Parties";

WITNESSETH

WHEREAS, this Agreement, made pursuant to N.J.S.A. 40A:65-1 et seq. and N.J.S.A. 40A:12A-1 et seq., is entered into for the purpose of acquiring school property by the Township which subject property is currently owned by the Board and, further, the Township shall replace the property for use by the Lyndhurst Board of Education as just compensation for the property upon the Board vacating the Lincoln School. An additional purpose of this Agreement is that the Board agrees to make substantial school facility improvements as hereinafter set forth; and

WHEREAS, the subject property is located at Block 89, Lot 9, and is the current Lincoln School property (the "Property") which by virtue of its age and location, immediately situated upon a state highway, was determined by the Township, pursuant to N.J.S.A. 40A:12A-6, to be an area in need of redevelopment, and after concurrence by the Lyndhurst Board of Education the Township is moving to eliminate the adverse conditions found at the Property: "a dilapidated school having a growing or lack of proper utilization caused by title or diverse (inappropriate) ownership" and, the Property, "impede(s) land assemblage discourage(s) the undertaking of improvements"; The Property being found in "an absolute state of unproductiveness and is not a safe environment for the school children of Lyndhurst". These conditions are recited in the November 24, 2014 resolution of the Township of Lyndhurst Board of Commissioners which the provisions of said resolution having been agreed to by the Lyndhurst Board of Education; and

WHEREAS, on August 25, 2015 the Parties adopted a joint resolution specifying the need to replace the Lincoln School and improve related school facilities through the transfer of the Property together with the adoption of a resolution by the Board to place on the November 8, 2016 general election ballot a referendum question to permit the Board to make significant improvements to the high school and elementary schools; and

WHEREAS, the Board of Education has agreed to transfer in fee simple the Property to the Board of Commissioners, and the Township will then proceed with the replacement of the Lincoln School by designing and building a replacement school; and

WHEREAS, the designation of the Lincoln School as an area in need of redevelopment provides that the Lincoln School must be phased out for school classroom use and the Township has agreed that it is willing to pay just compensation to the Board for the Property located at Block 89, Lot 9. Just compensation for the Property is defined and is being offered within the meaning of N.J.S.A. 20-3 (h) so as to acquire the school premises by the Township for redevelopment purposes; and

WHEREAS, the August 25, 2015 resolution adopted by the Parties specifies that the construction of a replacement to the Lincoln School shall be situated at the property located at Block 160, Lot 3.01 (281 Ridge Road) and, further provides that said replacement school is the most appropriate and acceptable form of just compensation for the Lincoln School (Property); and

WHEREAS, the Board of Education hereby understands and agrees to fulfill its responsibility to ensure the completion of concomitant Lyndhurst school facility improvements, specifically those included in the New Jersey Department of Education project approval letters, dated October 2015, which are on file in the Board of Educations' business office; and

WHEREAS, the Board, through its filing for a determination of eligible project costs by the State of New Jersey Department of Education, recognizes that certain school facility improvements are educationally necessary to be made to the Lyndhurst elementary schools at Lyndhurst High School.

NOW THEREFORE, in consideration of the foregoing and subject to the terms and conditions of the following, the Parties hereto agree as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 Governing Law

The provisions of the laws of the State of New Jersey, including the Uniformed Shared Services and Consolidation Act, the Local Redevelopment and Housing Law, and the Resolutions approving this Agreement shall govern this Agreement. It is expressly understood and agreed that the Parties rely upon the facts and representations of the Parties which specifically include the seven (7) Project approval letters from the State of New Jersey Department of Education, dated October 6, 2015 through October 14, 2015 which are annexed hereto as Exhibit 1.

1.2 General Definitions

Unless specifically provided otherwise, when used in this Agreement, the following terms, when capitalized, shall have the meanings set forth below:

A-Auditor's Report - A complete, certified, independent audited financial statement outlining the financial status of the Project as it relates to the Parties reporting the Total Project Cost as defined herein.
The Auditor's Report shall fully detail all financial items required to determine that the Parties are complying with the Law and this Agreement.

B-Certificate of Occupancy - The document, whether temporary or permanent, issued by the Township pursuant to N.J.S.A. 52:27D-133 authorizing occupancy of a building, in whole or in part.

C-Default - The failure of the Entity to perform any obligation imposed by the terms of this Agreement or by the Law, beyond any applicable grace or cure periods.

D-DCA - The New Jersey State Department of Community Affairs, to which the Parties shall report if the Law so requires.

E-Parties - The Township of Lyndhurst and the Lyndhurst School District, as represented by their duly elected boards.

F-Improvements - The structural components of the Project described in the recitals hereof and as may be further described in and permitted by the Redevelopment Agreement or New Jersey Department of Education Project approvals, as may amended.

G-Land - The Property at which the Improvements are to be located as more fully described herein, Block 160, Lot 3.01.

H –BOND ORDINANCE – NO.: 2941-16 ADOPTED JUNE 21, 2016 AND APPROPRIATING FIFTY MILLION DOLLARS (\$50,000,000.00) FOR THE CONSTRUCTION OF THE MIDDLE SCHOOL AS DESCRIBED HEREIN.

I - Pronouns - he or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as the context requires.

J -Project - The "Project" as described hereinabove for which the Parties shall mutually seek approval for their respective parts. The Board of Education has received voter approval through the successful passage of a referendum on November 8, 2016 for its Project components, specifically the elementary school Improvements and High School Improvements.

K -Property - The parcel of land also known as the Property at Block 89, Lot 9, as hereinabove described.

L - REDEVELOPMENT PLAN – AS described in Ordinance 2940-16 adopted on June 14, 2016.

M -Redevelopment Agreement - The Redevelopment Agreement, also referred to as the Redeveloper's Agreement, dated _____ shall include the terms and conditions of this Shared Services Agreement.

N - Substantial Completion, or Completion - Shall mean the completion of the Project to such degree that it is considered to be ready for its intended use, which presumptively shall mean the date on which the Project receives a temporary or final Certificate of Occupancy.

O -Termination (or Terminated) - Any act or omission which by operation of the terms of this Agreement shall cause the Parties to relinquish its responsibilities.

P -Total Project Cost - The Parties good faith estimate of the total cost of constructing the Redevelopment Project together with all of the related school facility improvements through the date of issuance of a Certificate of Occupancy for the entire completed Project. The Total Project Cost is initially estimated at \$69,873,771. (Plus any cost associated with the relocation of the skating rink.

1.3 Incorporation of Recitals

The recitals set forth at the beginning of this Agreement as whereas clauses are hereby incorporated into this Agreement by reference and made a part of this Agreement as if set forth at length herein.

1.4 Exhibits and Schedules Incorporated

All Exhibits referred to in this Agreement and are attached hereto are incorporated herein and made a part hereof.

ARTICLE 2 APPROVAL OF AGREEMENT, PROJECT SCOPE AND FINANCIAL PLAN OF THE PROJECT

2.1 Approval of Agreement

The Township hereby grants its approval of this Agreement for the Project which shall be designed and constructed in accordance with the terms and conditions set forth herein and the provisions of Law. The Township's portion of the Project relating to the replacement of the Lincoln School situated upon the Property shall be considered a Redevelopment Project pursuant to the provisions of N.J.S.A. 40A:12A-1 et seq.

The Project shall include the transfer of the Property from the Board of Education to the Township upon a Certificate of Occupancy being issued for the new Junior High School and in Lot No.: 9 and Block 89 consideration of the Township constructing the Junior High School to replace the Lincoln School.

The Board of Education hereby grants its approval to this Agreement for the Project including the transfer in fee simple of the Property and to construct new elementary school facilities on the Land in accordance with the terms and conditions set forth herein and pursuant to the provisions of Law. The Board's portion of the Project shall be considered a School Facilities Improvement Project pursuant to N.J.S.A. 18A:7G-5.

So as to provide consistency of school facility design and to take advantage of economies of scale the Township, as Provider, shall be responsible for the design and construction of the Lyndhurst High School Improvements.

2.2 Project Scope

Each general education public school facility located in the Township of Lyndhurst and included in the chart below shall be included in the Project. The Parties shall cooperate fully to implement this Project. To foster this cooperation the following Project terms are hereby agreed to:

A-The Lyndhurst Board of Education, through its superintendent, shall appoint two representatives to work with the Township in implementing the Project.

B-The Township, through its engineers and architects, shall be permitted by the Board of Education to enter the Board property at Block 160, Lot 3.01, also known as Matera Field, for the purpose of surveying and testing the Land for construction related activities. Matera Field shall be the location of the replacement school for the existing Lincoln School.

C-Project Budget and Financial Plan. The Total Project Cost and Project components are hereby agreed to as evidenced by the letters included in Exhibit 1. The following chart depicts the project components as approved in October 2015 by the State of New Jersey Department of Education (“NJDOE”).

2016 Lyndhurst School Improvement Plan: <i>School:</i>	Total Estimated Project Cost-\$	Preliminary Eligible Cost-\$	40% DEBT SERVICE AID-\$
Columbus	5,159,082	2,099,909	839,964
Franklin	2,601,904	1,041,111	416,444
Roosevelt	5,851,832	2,583,020	1,033,208
Washington	1,925,074	675,014	270,006
1-Total-Elementary School Improvements (K-6)	15,537,892	6,399,054	2,559,622
2-High School Improvements (10,11,12)	4,335,879	4,335,879	1,734,352
Total 2016 School Improvements	19,873,771	10,734,933	4,293,974
3-Junior High School Improvements (7,8,9)	<u>50,000,000</u>		
Total Project Cost	69,873,771		

Note: The preliminary eligible cost (“PEC”) has been determined by the NJDOE and is based on a cost of \$143 per square foot of new construction for the purpose of determining the PEC which is used to calculate the amount of state debt service aid for a qualified school project component.

D. The Board of Education shall be responsible for the design and construction of the elementary school Improvements. The Township shall be responsible for the design and construction of the Junior High School and the High School Improvements. All such Improvements shall be made in substantial conformance with the plans and specifications filed by the Receiver in order to obtain the above mentioned NJDOE approval letters.

E. The Parties agree that in addition to any requirements of the NJDOE or DCA that an Auditor's Report shall be filed annually regarding the status of the Project costs beginning with a December 31, 2017 report, covering the period of July 1, 2016 through December 31, 2017 and annually thereafter until the Project is completed.

2.3 Agreed Upon Redevelopment Project Terms-Sale of Lincoln School

The Board, as Receiver, covenants and represents pursuant to applicable Law that the amount of approximately \$50,000,000 to be paid by the Township, as Provider, for the construction of the replacement of the Lincoln School is just compensation as hereinbefore described. This payment is specifically being made so that the Township may acquire free and clear title to the Property upon issuance of a Certificate of Occupancy covering the new Lyndhurst Junior High School. Further, the Board, as Receiver, shall cause the Redevelopment Project to be constructed upon its Land and shall, upon construction of the Lyndhurst Junior High School, operate the school as a grade seven through grade nine school, with students from other grades being included on an educationally necessary basis. It is understood by the Parties that the cost of construction of the new Lyndhurst Junior High School may exceed \$50,000,000 because of the skating rink relocation and site topography which said costs shall be paid by the Township, if necessary

2.4 Engagement of Professionals

Within ninety days of the effective date of this Agreement the Receiver shall engage an architectural firm, with extensive experience in designing and brining to completion new elementary school facilities, to guide the Board as necessary. On or before August 31, 2017 the Provider shall engage an architectural firm with regional or national experience in the design of a new school, so as to bring state of the art school facilities serving grades seven through twelve to Lyndhurst. Further, the provider shall engage Engineering, Geo-Technical, Traffic, and such other professional services and/or consultants as may be necessary to complete the project as enumerated herein.

2.5 Township's Responsibilities Not Reversible

The Parties recognize this Agreement is entered into in lieu of a condemnation action to be otherwise undertaken pursuant to the Eminent Domain Act, N.J.S.A. 20-6 (P.L. 1971, c. 3612.5). Accordingly, the Parties acknowledge and understand that this Agreement represents the required negotiation prior to proceeding with a condemnation action at N.J.S.A. 20-8 which said condemnation action is unnecessary if this Agreement remains in effect as contemplated herein.

ARTICLE 3

ADDITIONAL BOARD OF EDUCATION RESPONSIBILITIES

3.1 Educational Adequacy Review

The 2015-2016 Project approval given by the NJDOE requires final NJDOE educational adequacy review for each school included in the Project. The Board shall apply for such review, including paying any NJDOE review fees, within ninety days of the effective date of this Agreement. This review shall be for all schools included in the Project including the Lyndhurst Junior High School.

The Board of Education shall inform the Township in writing of the status of this educational adequacy review on or before October 1, 2017.

3.2 Student Population Grade Distribution

The Board shall provide a letter, on or before June 1, 2018 to the Township indicating the distribution of the school student population by grade and the method used by students traveling from home to school. This letter shall cover all children attending each school with a specific focus on the younger children in grades K through six.

3.3 Title Reports Required

On or before October 1, 2017 the Receiver, at its own cost and expense, shall furnish the Provider with marketable and insurable title report as to the ownership of the Land and Property to have a new school be built upon (Block 160, Lot 3.01-281 Ridge Road) and convey marketable and insurable title in fee simple (Block 89, Lot 9) to the Township.

**ARTICLE 4
TERMINATION**

4.1 Term and Final Termination

Upon Completion of the Project this Agreement shall be Terminated. It is anticipated that this Project will be a long-term endeavor and the Project may take up to five (5) years from the effective date to complete and close out, including having a final Auditor's Report prepared.

* * * * *

The Parties hereto agree to be bound by the provisions of this Agreement and shall deal fairly with the other in all matters relating to this Agreement.

Township of Lyndhurst, PROVIDER:

ATTEST: _____

BY: _____

Lyndhurst Board of Education, RECEIVER:

ATTEST: _____

BY: _____

**SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LYNDHURST AND
THE LYNDHURST BOARD OF EDUCATION**

Whereas, the Lyndhurst Board of Education (hereinafter referred to as the “Board”) and the Township of Lyndhurst (hereinafter referred to as the “Township”) do hereby agree to the creation of this Interlocal Services Agreement (hereinafter “Agreement”). This Agreement is created pursuant to the authority set out in the Interlocal Services Act. N.J.S.A. 40:8A-1. Under N.J.S.A. 40:8A-3:

Any local unit of the State may enter into a contract with any other local unit or unit for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction.

Whereas, it is recognized and understood that the “services” cited in the above statute expressly include but are not limited to the areas of general government administration, health, police and fire protection, code enforcement, assessment and collection of taxes, financial administration, environmental services, joint municipal courts, youth, services citizens, welfare and social services programs. N.J.S.A. 40:8A-5 (emphasis added); and

Whereas, the services, obligations, and considerations set forth in this Agreement are permitted by the Interlocal Services Act; and

Whereas, the parties are also authorized to enter into agreements with local units for any lawful service to and for the residents of Lyndhurst pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65- et al.; and

Whereas, the parties have agreed that the Township will provide such services to the Board in accordance with the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. (the Shared Services Act) and terms and conditions of this agreement; and

Whereas, the Board will approve this Agreement pursuant to a RESOLUTION at its scheduled Board Meeting on August 2, 2017 and the Township will approve this Agreement pursuant to a RESOLUTION at its next regularly scheduled commissioners’ meeting of August 8, 2017, and

Now, therefore, on this ____ day of _____, 2017 in consideration of the mutual promises, covenants, and agreements contained herein, the parties, intending to be legally bound, agree as follows:

Section 1: Before/After School Care

- (a) The Township, or its Department of Parks and Public Buildings, shall provide services to the Board for the Before/After School Care Program and is permitted to use the Board’s schools for this purpose. The Township shall provide all necessary busing of students between school buildings to efficiently operate and manage the Before/After School Care Program. The Township shall employ the services of a supervisor(s) and staff to operate the program and shall pay for the cost of all required background checks. All program staff will be employees of the Township pursuant to the terms of this Agreement and the above referenced Statute. The Township shall contribute and provide to the Board the sum of Twenty-Five Thousand Dollars (\$25,000.00) annually to the Board for every year the Township provides the Program services.

Section 2: Summer Day Camp at Lyndhurst High School

- (a) The Township, or its Department of Parks and Public Buildings, shall provide services to the Board for the six-week summer day camp at Lyndhurst High School and is permitted to use the Board's high school for this purpose. The Board shall provide all necessary busing of students between school buildings to efficiently operate and manage the Program. The Township shall employ the services of a supervisor(s) and staff to operate the program and shall pay for the cost of all required background checks. All program staff will be employees of the Township pursuant to the terms of this Agreement and the above referenced Statute. The Board shall provide custodial services and supplies to the Township for the Program.

Section 3: Gymnasiums

- (a) The Township, or its Department of Parks and Public Buildings, is permitted to use the Board's school gymnasiums. Should the Board have a Board sponsored event that conflicts with any Township use of the gymnasiums, such Board sponsored event shall take precedence.
- (b) The Board shall provide at least one (1) custodian and one (1) watchperson during the Township's use of the gymnasiums, as its sole expense.
- (c) The Board agrees to supply reasonable custodial supplies to the Township for various Recreation events at the Board's Gymnasiums.

Section 4: Board Fields

- (a) The Township, or its Department of Parks and Public Buildings, is permitted to use the Board's fields. Should the Board have a Board sponsored event that conflicts with any Township use of the Board fields, such Board sponsored event shall take precedence. The Board agrees to provide its custodians for clean-up from August 1st through November 1st, Monday through Friday, for Recreation Football at Lyndhurst High School.

Section 5: Township Fields

- (a) The Board, or its athletic department or extra-curricular clubs, is permitted to use the Township's recreation fields. Should the Board have a Board sponsored event that conflicts with any Township use of the fields, such Board sponsored event shall normally take precedence.
- (b) The Township shall provide at least one (1) police officer and/or police presence and during the Board games scheduled on the fields, provided advance notice is provided to the Township of the game.

Section 6: Township Facilities

- (a) The Board shall continue to lease the Township's facilities, as follows: Lyndhurst Community Pool, Franklin Community School, Jefferson Community School, and Lyndhurst Board of Education Offices. The Board shall pay to the Township rent of Three Hundred Fifty Thousand Dollars (\$350,000.00) annually and the Board shall be responsible for reasonable repairs, and fire and burglar alarm central monitoring fees for

the leased facilities. The Board shall lock the pool March through June each night at 10:00 p.m.

Section 7: **Term:** Except as otherwise as otherwise set forth in this Agreement, the term of this Agreement shall be for five (5) years, beginning on SEPTEMBER 1, 2017 and ending on AUGUST 31, 2022. The Board is hereby granted ten (10) successive option(s) to renew this Lease for a Renewal Term of five (5) years each, subject to the terms of this Agreement, upon thirty (30) days' written notice to the Township prior to expiration of the Agreement, as it may be extended.

Section 8: **Assignment.** The parties agree that this Agreement, or any of its rights, obligations, or privileges, may not be assigned without the written consent of the parties.

Section 9: **Liability Insurance.** Each party agrees, at its own cost and expense, to obtain or provide and keep in full force during the term stated herein, general public liability insurance, insuring the parties against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in connection with this Agreement for injuries to any persons or property, for limits that are in accordance with the each party's general insurance policies. The insurance policies will be with companies authorized to do business in this State and will be delivered to the other, together with proof of payment, not less than fifteen (15) days prior to the commencement of this Agreement. At least fifteen (15) days before the expiration or termination of any policy, the party will deliver a renewal or replacement policy with proof of the payment of the premium.

Section 10: **Indemnification.** The Township will hold harmless and indemnify the Board from and for any and all payments, expenses, costs, reasonable attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by the resulting from any acts or omissions by the Township or their agents, employees, guests, licensees, invitees, subtenants, assignees, or successors, or for any cause or reason whatsoever arising out of or by reason of this Agreement or occupancy of the Premises by the Township or its invitees, licensees, or sublessees.

The Board will hold harmless and indemnify the Township from and for any and all payments, expenses, costs, reasonable attorney fees for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by the resulting from any acts or omissions by the Board or their agents, employees, guests, licensees, invitees, subtenants, assignees, or successors, or for any cause or reason whatsoever arising out of or by reason of this Agreement or the occupancy of the Premises by the Board or its invitees, licensees, or sublessees.

Section 11: **Validity of Agreement.** The terms and conditions of this Agreement are deemed severable. If any clause or provision of this Agreement is deemed to be invalid or unenforceable by a court of law or by operation of any applicable law, it will not affect the validity of any other clause or provision of this Agreement, but such other clauses and provisions will remain in full force and effect.

Section 12: **Termination.** In addition to any other provision contained in this Agreement, should either party fail to perform any of its obligations hereunder or otherwise breach this Agreement, the other party may terminate the Agreement, upon thirty (30) days written notice of the deficiency or breach, thereby releasing the non-breaching party of any further obligation under this Agreement.

Section 13: Notices. Any notices required under this Agreement will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the following, or such other address as may be designed in writing:

If to the Board:

Shauna DeMarco, Superintendent
Lyndhurst Board of Education
420 Fern Avenue
Lyndhurst, NJ 07071

If to the Township:

Angela White
Township Clerk
253 Stuyvesant Avenue
Lyndhurst, NJ 07071

Commissioner Thomas A. DiMaggio
Lyndhurst Town Hall
367 Valley Brook Avenue
Lyndhurst, NJ 07071

Section 14: Entire Contract. This Agreement contains the entire contract between the parties. No representative, agent or employee of the Board or the Township has been authorized to make any representations or promises, or to vary, alter, or modify the terms hereof. No additions, changes or modifications, renewals or extensions will be binding unless reduced to writing and signed by the parties.

In Witness Whereof, the parties have signed this Agreement, or caused these presents to be signed by their proper officers or other representatives, the day and year First above written.

Township of Lyndhurst

Lyndhurst Board of Education

By: _____

By: _____

Dated:

Dated: