

**SHARED SERVICES AGREEMENT FOR GASOLINE
BETWEEN THE TOWNSHIP OF GREEN
AND THE GREEN TOWNSHIP BOARD OF EDUCATION**

This Shared Services Agreement ("Agreement"), effective as of _____, 2026 ("Effective Date"), is made by and between the Township of Green, a municipal corporation of the State of New Jersey ("Township"), located at 150 Kennedy Road, Tranquility, NJ 07879 and the Green Township Board of Education ("Board of Education"), located at 69 Mackerly Road, Greendell, NJ 07839.

The purpose of this Agreement is to allow the Board of Education to purchase gasoline from the Township, as a Shared Service.

WHEREAS, the New Jersey Uniform Shared Services and Consolidated Act (N.J.S.A. 40A:65-1, et seq.) authorizes shared services between municipalities.

WHEREAS, the Board of Education has a need to purchase gasoline for its power equipment & vehicles and has requested that the Township provide this service and the Township agrees to sell gasoline to the Board of Education in accordance with the terms and conditions contained in this Agreement.

1. Nature of Agreement. This Agreement is a "Shared Services Agreement" pursuant to N.J.S.A. 40A:65-1, et seq. The nature and value of the services contracted in this Agreement accepts this Agreement from the bidding requirements of the Local Public Contracts Law, pursuant to, *inter alia*, N.J.S.A. 40A:11-3.
2. Description of Services Provided. The Board of Education shall have the ability to purchase gasoline from the Township by the use of the Township's gasoline pump located at the Township's Department of Public Works facility at 173 Kennedy Road. The Township shall supply the Board of Education with an access key and slot which will allow the Board of Education to obtain gasoline.
3. Responsibility of Board of Education. The Board of Education shall be responsible for paying for the gasoline obtained by it as provided for in Section 4 of this Agreement. In addition, the Board of Education shall use due care when entering the Township's facility and using the gasoline pumps (this includes, but is not limited to, not spilling any gasoline when it is filling its tank) and making sure that the gas pump is shut off when it is done filling its tanks. In addition, in the event that the Board of Education has to unlock any fences or gates to access the gasoline pumps, it shall re-lock the facility when it leaves.
4. Costs and Payment. The Board of Education shall be billed semi-annually during the months of January (For July-December) and July (January-June), by the Township, for the gasoline purchased by the Board of Education. The price for the gasoline shall be the average price per gallon paid by the Township during the billing period.

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In accordance with the Township's payment policies, the Township shall submit invoices to the Board of Education and the Board of Education shall provide vouchers to the Township's Finance Office by the date designated by the Finance Office prior to the billing in order that the Township can supply the voucher to the Board of Education at the same time it submits the invoice to the Board of Education. All payments are due within thirty (30) days of the date of the invoice.

In the event a payment is not made within ten (10) days of its due date, it shall result in the imposition of a 5% late fee for each month or part of the month that the payment is not made.

5. Environmental Responsibility.

(a) The Board of Education shall indemnify, defend and hold harmless the Township, its governing body members, officers, employees and agents from all liability, damages and costs caused by the Board of Education's failure, for any reason, to comply with environmental laws, rules, codes and regulations and any claim, demand, penalty, fee, lien, damage, loss, expense or liability resulting from any actual or alleged Hazardous Substance contamination, including the clean-up of Hazardous Substances resulting from any activities by the Board of Education on the Township's property. The Board of Education's duties under this section shall survive the termination of this Agreement.

(b) As used herein, "Hazardous Substance" shall mean any hazardous, toxic or dangerous substances, waste or material that is or may become regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup.

6. Term of Agreement. The term of this Agreement shall be one year from the Effective Date. This Agreement shall renew annually for an additional term of one (1) year thereafter unless either party notifies the other at least sixty (60) days in advance of the annual expiration date of their decision to not renew the Agreement.

7. Termination. Either party may terminate this Agreement at any time by providing written notice to the other party at the address specified in this Agreement by written notice, no less than thirty (30) days prior to the date of termination, the notice itself shall specify the date the termination becomes effective ("termination date"). The Board of Education shall be responsible for paying all sums owed to the Township for gasoline provided through the termination date.

8. Indemnification & Defense of Township Personnel. The Board of Education agrees that it shall indemnify and hold the Township's governing body members, officers, employees and agents, harmless from any and all liability and claims for damages or injury caused

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by or resulting from any acts, errors or omissions, including negligence of the Board of Education or its agents, officers, employees or assigns, arising out of or related to this Agreement. The Board of Education's obligation shall include paying the reasonable attorneys' fees and costs incurred by the Township.

9. Entire Agreement and Amendment. This Agreement contains the entire understanding between the parties in regard to its subject matter. The Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.
10. Notice: Any notice required to be submitted pursuant to the terms and conditions hereof, or in conjunction with the performance of the service contemplated hereby, shall be served via certified mail, return receipt requested, overnight delivery service with written confirmation of delivery or by personal delivery and shall be served at the following addresses:
 - A. Township of Green
Township Clerk
150 Kennedy Road
Tranquility, NJ 07879
 - B. Board of Education
P.O. Box 14
Greendell, NJ 07839
11. Severability: Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision shall be deemed not part of this Agreement.
12. Governing Law. This Agreement shall be construed under, subject to and governed by the laws of the State of New Jersey, without regard to conflict of law principles. In the event of any dispute between the parties, the matter shall be submitted to the Superior Court of New Jersey with venue only in Sussex County for resolution.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the day and year first above written.

ATTEST:

TOWNSHIP OF GREEN

Mark Zschack, Township Clerk

By:_____
Virgina Raffay, Mayor

ATTEST:

BOARD OF EDUCATION

By:_____
Ann Marie Cooke, Board President