

RESOLUTION 2022 – 112

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
MOUNT ARLINGTON, COUNTY OF MORRIS, STATE OF NEW JERSEY,
AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN
THE BOROUGH AND THE BOARD OF EDUCATION**


WHEREAS, the Mount Arlington School District Board of Education requires office space for the Business Administrator and support staff; and

WHEREAS, the offices located at Borough-owned Department of Public Works building has vacancies;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Mount Arlington, that the Mayor is authorized to execute a lease agreement with the Mount Arlington Board of Education; a copy of which is attached hereto as **Exhibit A.**

This Resolution shall take effect immediately.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington, and adopted on August 2, 2022.

A handwritten signature in black ink, appearing to read 'Matthew N. Bansch', written over a horizontal line.

Matthew N. Bansch, Borough Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 1st day of August, 2022 (the “Lease Agreement” or “Agreement”), between the Borough of Mt. Arlington Board of Education (the “Board”), with offices located at 446 Howard Boulevard, Mt. Arlington, New Jersey 07856, and the Borough of Mt. Arlington, a Municipal Corporation of the State of New Jersey (hereinafter the “Borough” and, together with the Board, the “Parties”), with offices located at 419 Howard Boulevard, Mt. Arlington, New Jersey 07856.

WHEREAS, the Borough is the owner of certain real property and improvements thereon located at [1 Altenbrand Avenue] within the Borough, which is utilized by the Borough for its Department of Public Works (the “Property”); and

WHEREAS, approximately [1,500 square feet] of office space located within the Property is no longer being used by the Borough for the aforementioned purposes, and the Borough is, as a result, now desirous of leasing the same to the Board under the terms and conditions set forth in this Agreement for the Board’s purposes (the same hereinafter the “Leased Premises”, as the same are more particularly depicted on Exhibit A hereto); and

WHEREAS, the Board is equally desirous of leasing the Leased Premises from the Borough for the Board’s purposes, all on the terms and conditions herein set forth.

NOW THEREFORE, the Parties hereto, for and in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **LEASE OF PROPERTY:**

Pursuant to the pertinent provisions of the New Jersey Local Lands and Buildings Law, *N.J.S.A. 40A:12-1 et seq.* (the “LLBL”), the Borough hereby leases to the Board, for Board purposes, the Leased Premises located within the Property, again as the same is further depicted on Exhibit A hereto.

2. **TERM OF LEASE; AUTOMATIC RENEWAL; CONSIDERATION:**

This Lease Agreement shall be effective as of the date hereof, and shall continue for an initial term of one (1) year from said date ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for up to four (4) additional terms of one (1) year each (each an "Additional Term" and together with the Initial Term, the "Term"), unless either Party provides written notice to the other no later than [January 1st of the coming year] of its desire not to renew the Initial Term or the then applicable Additional Term, as the case may be. The Parties acknowledge that the consideration for this Agreement shall be an annual payment of One Dollar (\$1.00) from the Board to the Borough, payable upon the full execution of this Agreement, and annually thereafter.

3. **CONDITION OF LEASED PREMISES:**

Subject to the terms hereof, the Board agrees to accept the Leased Premises in its "AS IS" condition.

4. **IMPROVEMENTS TO LEASED PREMISES:**

The Parties agree that they shall confer with respect to any improvements to be made to the Leased Premises to render the same suitable for the Board's purposes, including, by way of example, the Board's deployment of infrastructure for its Information Technology ("IT") needs. However no material structures, fixtures, and/or improvements shall be installed, constructed or erected upon or within the Leased Premises nor material alterations made thereto, without prior written approval of the Borough.

5. **RESPONSIBILITY FOR COST OF UTILITIES, BOARD I.T. SERVICES, AND BOROUGH PROVIDED SERVICES:**

The Board agrees to be responsible for the cost of all electricity, other utilities, its own IT services and system, and other Borough provided services (including without limitation, cleaning and other maintenance services provided by the Borough to the Leased Premises), utilized or incurred in connection with the

Board's use of the Leased Premises. The Board agrees to bear such responsibility either through direct billing from utility and service providers (including through any installed submeter, if applicable), or as billed monthly or periodically by the Borough for the Board's *pro rata* share of such costs and expenses attributable to the Leased Premises. If the latter, the Board shall pay the Borough for such costs and expenses within thirty (30) days of the receipt of any Borough invoice for the same.

6. **NON-DISCRIMINATION:**

The Parties agree that in the use of the Leased Premises hereunder, there shall be no discrimination on the basis of race, creed, color, national origin, nationality, ancestry, age, sex, marital status, atypical cellular or blood trait, or physical disability, subject only to conditions and limitations applicable alike to all persons, nor on the basis of residence.

7. **APPROVAL BY BOTH PARTIES:**

This Lease Agreement is conditioned upon the final adoption by the Borough and the Board of respective resolutions authorizing the same.

8. **ENTIRE AGREEMENT:**

This Lease Agreement represents the entire agreement between the Parties respecting the subject matter hereof; all negotiations, oral agreements and understandings are merged herein, and any change to the terms hereof must be made in writing, and signed by the Parties hereto.

9. **ASSIGNMENT/DELEGATION:**

The Board shall not assign this Lease Agreement, nor sublet all or any part of the Leased Premises, without the prior written consent of the Borough.

10. **CONTINGENCY; APPROPRIATION OF SUFFICIENT FUNDS:**

The respective Parties acknowledge that their performance under the terms of this Lease Agreement is expressly subject to the appropriation and availability of sufficient funds to render each capable and able of performing their respective obligations hereunder.

11. **ACCESS DURING DEVELOPMENT AND PREPARATION:**

The Parties agree that the Board is entitled to access to the Leased Premises at any time prior to actual occupation thereof for the purposes of deploying IT infrastructure or otherwise preparing the same for occupation and use by the Board, after providing at least twenty-four (24) hours' notice to the Borough thereof.

12. **INSURANCE:**

Each Party shall, at its respective sole cost and expense, maintain standard comprehensive insurance (including without limit commercial general liability insurance) and employer's liability insurance during the term of this Lease Agreement, naming the other Party as an additional insured (with thirty (30) days prior written notice prior to any termination, cancellation or material alteration in coverage), and insuring against any and all liability arising out of, occasioned by or resulting from any accident or otherwise for injuries to any person or persons, or to property, upon the Property and/or the Leased Premises, or otherwise arising through the performance of this Agreement. The respective Parties shall confer and agree upon the scope and sufficiency of such coverage, which shall in no case be in amounts less than each respective Party carries with respect to its own respective operations.

13. **INDEMNIFICATION:**

Each Party, to the extent permitted by applicable law (including recognition of the limitations imposed by the New Jersey Tort Claims Act, Title 59), expressly agrees to indemnify, save harmless, and defend the other Party against all claims, demands, costs, or expense asserted by third parties, including reasonable attorney's fees and

costs, and proximately caused by the indemnifying Party's performance under this Lease Agreement.

14. **APPLICABLE LAW; JURISDICTION:**

The Parties acknowledge that this Agreement shall be construed and governed by the applicable laws of the State of New Jersey, without regard for choice of law principles. Any dispute arising out of this Agreement shall be brought within the Superior Court of New Jersey, Morris County Vicinage.

IN WITNESS WHEREOF, the respective Parties hereto have caused this Lease Agreement to be duly executed by their proper officials, and have caused their corporate seals to be affixed.

ATTEST:

BOROUGH OF MT. ARLINGTON

By: _____

_____ (SEAL)

ATTEST:

BOROUGH OF MT. ARLINGTON
BOARD OF EDUCATION

By: _____

_____ (SEAL)

EXHIBIT A
DESCRIPTION OF LEASED PREMISES