

THIS INTERLOCAL SERVICES AGREEMENT, made this 25<sup>th</sup> day of June, 2014 (the "Agreement") by and between the Township of Union, a municipal corporation in the State of New Jersey with offices located at 1976 Morris Avenue, Union, New Jersey 07083 (the "Township") and Township of Union Board of Education, a public agency in the State of New Jersey with offices located at 2369 Morris Avenue, Union, New Jersey 07083 (the "Board").

W I T N E S S E T H:

WHEREAS, the Township and the Board wish to encourage inter-municipal cooperation and planning related to the allocation of assets, sharing of personnel, purchasing of materials and supplies; use of facilities, real property and provision of services; and

WHEREAS, the Township and the Board recognize that interlocal government services agreements may yield certain economies and efficiencies to the residents of the Township in the joint purchase and pooling of resources; and

WHEREAS, the Township and the Board recognize that the residents of the Township will benefit from a coordinated approach in the purchase and utilization of common resources; and

WHEREAS, the Township and the Board are prepared to enter into such an Agreement at the current time; and

WHEREAS, N.J.S.A. 40:48-5 authorizes a municipality to contract with any public or private entity, for the provision of any service with the municipality itself could provide directly; and

WHEREAS, N.J.S.A. 40:4A-1, *et seq.* the Interlocal Services Act, provides a mechanism for making such contracts between public agencies; and

WHEREAS, the Township and the Board have both respectively passed a resolution authorizing an Interlocal Services Agreement for the sharing of common resources; and

WHEREAS, the Township and the Board have each duly authorized their respective proper officials to enter into and execute this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

## ARTICLE I - SCOPE

Section 1.01. General Provisions. This Agreement shall set forth the general shared service categories by and between the Township and the Board to establish inter-municipal cooperation in the provision of various services and supplies and the use of facilities. The Township and Board representatives shall consult with each other to determine what services and/or supplies are needed. The Supervisor of Buildings and Grounds and the Director of Public Works shall maintain an ongoing ledger and corresponding dollar amount to all transactions.

Section 1.02. Duties of the Township. The Township shall provide the following services based upon a request for same from the Board of Education:

- a. Provide road salt
- b. Provide tree trimming and removal
- c. Provide parking lots
- d. Provide manpower and municipal vehicles and equipment.

Section 1.03. Duties to the Board. The Board of Education shall provide the following:

- a. School buses, trucks and/or equipment no longer needed for Board of Education purposes
- b. Field usage
- c. Provide space to the Recreation Department
- d. Provide gymnasium usage
- e. Purchase supplies and transfer same to the Township upon payment of a pro-rata share.

Section 1.04. Calculation of goods and services. The object of this cooperative arrangement is to allocate municipal resources in a way that prevents duplication and promotes efficiency.

Section 1.05. Maintenance of ledger. A ledger will be maintained by the Township and Board of Education which is intended to provide a running tally of the costs and benefits provided from each entity to the other. At the time of this agreement the approximate breakdown is as follows:

| TOWNSHIP OF UNION   | BOARD OF EDUCATION   |
|---|--|
| Provision of salt or other services in an equivalent amount | \$30,000 - salter truck                                      |
| Provision of parking lots including maintenance             | Provision of Recreation Department Space including utilities |
|   | Provision of gymnasiums for open gyms                        |
|   | Provision of fields for sporting events                      |
|   |  |

Section 1.06. Except for that which is contemplated by §1.03(e) above, no actual cash payments will be made from one entity to the other.

Section 1.07. Duration of Agreement. This Agreement shall be in force for the period of July 1, 2014 to June 30, 2015.

## ARTICLE II - MISCELLANEOUS

Section 2.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02. Headlines. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 2.03. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

Section 2.04. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05. Execution of Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the Township and the Board and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 2.06. Mutual Hold Harmless Agreement. Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

IN WITNESS WHEREOF, the Township and the Board have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

TOWNSHIP OF UNION

By: \_\_\_\_\_  
Eileen Birch  
Township Clerk

By: \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

TOWNSHIP OF UNION  
BOARD OF EDUCATION

By: \_\_\_\_\_  
James J. Damato  
Board Secretary

By: \_\_\_\_\_  
Francis R. Perkins  
President

[SEAL]