

INTERLOCAL SERVICES AGREEMENT

DATED: _____ 2014

BY AND BETWEEN
Township of Franklin (The Township)
AND
Franklin Township Board of Education (The Board)

WHEREAS N.J.S.A. 40:48-5 authorizes the Township to contract with the Board for services which the Township acting independently could provide directly;

WHEREAS N.J.S.A. 40:8A-1, known as the Interlocal Services Act, authorizes and sets forth the mechanisms for making such contracts and agreements between the parties; and

WHEREAS, the Board has requested the Township supply maintenance services to and for the Board Athletic Fields; and

WHEREAS, the Township is willing to accommodate the needs for services as requested by the Board; and

WHEREAS, both the Board and the Township agree that the cost for such services shall be borne by the Township in return for the Board's consideration of the use of the fields for Township Recreational purposes when the fields are not in use by the school district;

WHEREAS, both the Board and the Township agree that at all times the services provided by the Township shall be directed and supervised by Township employees who shall be acting in compliance with work rules set forth by the Township and insurance shall be borne by the Township;

NOW, THEREFORE, BE IT RESOLVED, that the following agreement shall be executed between the Franklin Township Board of Education and the Township of Franklin, to set forth specific provisions under which the Township shall provide the Board maintenance services, and be it further agreed and stipulated and understood between the parties, in consideration of the mutual promises contained herein, as follows:

1. Scope of Services:

- A. The Township agrees to provide township-owned equipment and township managed personnel for exterior maintenance and field maintenance of grounds, inclusive of but not limited to trimming or cutting of trees, and shrubs, removal of debris, trash removal, snow

removal, miscellaneous exterior maintenance as may be required for the health, safety and welfare of the children and general public for the school grounds.

- B. The Board shall provide to the Township the use of the fields when not in use by the district, with scheduling to be managed by the district.
- C. There shall be no fees on the part of either party for the services provided in this Agreement.
- D. It is understood and agreed to by all parties that the Township-owned equipment and personnel shall first be made available for Township projects and buildings where needed, and the maintenance services provided to the Board by the Township shall be available during the growing season on a weekly basis when not in use by the Township or as scheduled not less than weekly.

2. **TERM:** In accordance with the provisions of NJSA 40:8A-6A(4), this Agreement shall be deemed to be in effect from the date of execution hereof for a period of () years. Either party may, upon written notice, request annual review/modification of the contract upon mutual agreement of the parties, and may renegotiate the terms of this agreement upon the expiration of the contract.

3. **CONTACT PERSON:** Township and the Board each agree to appoint a contact person and alternate on behalf of each party in order to support and facilitate the implementation of this Agreement, including any request for equipment or services.

- A. Unless otherwise appointed by a resolution of the Township's governing body, the Township's contact person shall be the Director of Public Works and alternate shall be the assistant.
- B. The contact person for the Board shall be first the Business Administrator and, alternately, the Superintendent of the School District.

4. **EFFECTIVE DATE:** This agreement shall become effective upon passage of the authorizing resolutions by the municipality and school district and execution of this agreement as required by the Interlocal Services Act (N.J.S.A. 40:8A-4, et.seq.)

5. **LEVEL OF SERVICE:** The Township and the Board agree to provide all services in a professional and workmanlike manner.

6. POWER AND AUTHORITY OF TOWNSHIP AND/OR BOARD: The Township and the Board, in performing the services

It is initially agreed between the parties that no other valid Contract or Agreement now exist, and no Contract or Agreement will be executed by any persons on behalf of the parties except by those who have executed this Agreement.

Should any condition of this Agreement be found by a court of competent jurisdiction to be void or unenforceable, all other conditions remain in force unless the entire Agreement is found by said court to be null and void.

7. OTHER AGREEMENTS: The Township and the Board reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

8. INDEMNIFICATION: No party shall be liable for any negligent, reckless or intentional acts or omissions of any others and each shall indemnify, defend and hold the others harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions. The terms and conditions of this paragraph shall survive the execution, delivery and performance of this Agreement and any succeeding documents, shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto. No party to this Agreement waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1, et seq.)

9. INSURANCE: It is understood and agreed to that the Township is currently insured through the School Agency Insurance Fund (SAIF) and the Franklin Township Board of Education, is currently insured through New Jersey School Board Associations Insurance Group. The parties hereto agree, to the extent that it is necessary, each party will name the other as additional insured, if required for purposes of this Interlocal Services Agreement. Each party shall provide, if required for purposes of this Interlocal Services Agreement. Each party shall provide, if required, certificates of insurance setting forth coverage and naming the other party as additional insured, with a proviso that any such

policies cannot be cancelled except upon sixty (60) days notice to the other party. In the event either party ceases to participate in its insurance program as is in effect on the date of this Agreement, such party shall provide alternative insurance comparable to the coverage in effect on the date of this Agreement, subject to the approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed.

10. DISPUTE RESOLUTION: In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to a impartial arbitrator appointed by the American Arbitration Association in accordance with the American Arbitration Association rules. Each party involved in arbitration shall be responsible for equally sharing the cost of the arbitrator. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The parties agree that the decision rendered by the impartial arbitrator shall be binding.

11. MISCELLANEOUS: This Agreement may only be modified in writing duly authorized and signed by the parties' authorized representatives. All notices, statements or other documents required by this Agreement shall be hand delivered or mailed to the following addresses:

For the Municipality: Director of Public Works or Designee
Franklin Township Municipal Building
202 Sidney Road
Pittstown, NJ 08867

For the Board: Business Administrator, Board Secretary or
Superintendent
Franklin Township School
PO Box 368
Quakertown, NJ 08868

12. AUTHORIZATION: Each party represents and warrants to the other that all municipal action necessary for the Township or the Board to enter into and perform all obligations required by this Agreement has been validly taken and that the undersigned are authorized to execute this Agreement.

13. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. **NO ASSIGNMENTS:** One party, without the written consent of the other, may not assign this Agreement.

15. **ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all parties hereto.

16. **SEVERABILITY:** If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

On behalf of the Board

On behalf of the Township