

INTERLOCAL SERVICES AGREEMENT

DATED: July 1, 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 Board to contract with the Township 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 to supply a gas card for purchase of municipal supplied gasoline which is tax free; and for the use of the Board; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Franklin Board of Education and the Township of Franklin shall enter into an agreement with the following provisions:

- The Township shall provide the Board a gas card for one year beginning July 1, 2014 and ending June 30, 2015 with renewal terms thereafter as the parties agree.
- The Board shall be solely responsible for payment associated with the use of the card.
- Upon the Board receiving a copy of the invoice from Topper Petroleum or its successor, the Board shall make payment to the Township within 30days.
- The Board will indemnify and save harmless the Township, its employees, agents and assigns from any and all claims or obligations brought against them or which may be alleged to be brought against them in relation to the Board, its agents, employees or assign's use of the gas card and/or purchase of gasoline under the Agreement. The Board will indemnify the Township against any liability which may be awarded against it, and as part of said indemnity, will pay for all reasonable attorneys' fees and costs which may be incurred by it in defending any of said claims. As a condition to this Indemnification and Save Harmless Agreement, the Township shall have the right to defend any said claims brought against it and shall have the right to select counsel of his own choosing to represent them.
- The Board or the Township may withdraw from this Agreement by providing at least 30 days written notice to all other parties to the 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.

On behalf of the Board

On behalf of the Township