

**TOWNSHIP OF FRANKLIN  
COUNTY OF GLOUCESTER  
R-71-15**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL  
SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND  
MONROE TOWNSHIP**

**WHEREAS**, the New Jersey Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., provides that local units government, including counties may enter into agreement for joint and/or reciprocal services; and

**WHEREAS**, the Township of Franklin is desirous of sharing Public Works equipment as well as personnel with Monroe Township; and

**WHEREAS**, the Interlocal Services Agreement shall become effective as of the signing of same by the appropriate authorities.

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, that the Mayor is hereby authorized to execute the Interlocal Services Agreement between the Township of Franklin and Monroe Township, a copy of which is attached hereto.

**ADOPTED** at a meeting of the Township Committee of the Township of Franklin on Tuesday, March 24, 2015.

Attest:

Township of Franklin

\_\_\_\_\_  
**Barbara Freijomil, Clerk**

\_\_\_\_\_  
**Edward Leopardi, Mayor**

CERTIFICATION

I, Barbara Freijomil, Township Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday, March 24, 2015.

\_\_\_\_\_  
Barbara Freijomil, Township Clerk

**AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF  
FRANKLIN AND MONROE TOWNSHIP FOR SHARING EQUIPMENT AND  
PERSONNEL BETWEEN MUNICIPAL PARTICIPANTS**

This Interlocal Services Agreement (“Agreement”) is made on this \_\_\_\_\_ day of March, 2015 by and between the Township of Franklin, Gloucester County, New Jersey (“Township”) and Monroe Township, Gloucester County, New Jersey.

**WITNESSETH:**

**WHEREAS**, the Township is mutually desirous of occasionally sharing Public Works equipment and also mutually desirous of occasionally sharing Public Works personnel with Monroe Township to provide Public Works services including snow plow operations, general maintenance and other services; and

**WHEREAS**, the Interlocal Services Act (N.J.S.A. 40:8A-1 et. seq) authorizes and empowers the Township to enter into this Agreement.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

**1. Scope of Services**

The Township agrees to occasionally lend or borrow Public Works equipment and or personnel to or from Monroe Township during emergencies, as back up in case of breakdowns, as secondary support equipment for extra projects, and occasionally for efficiency and effectiveness of operations.

**2. Term**

This Agreement shall extend from March 25, 2015 to December 31, 2015. Either party may cancel this Agreement upon 30 days’ written notice to others.

**3. Level of Service**

The Township and Monroe Township agree to provide all services in a professional and workmanlike manner.

**4. No Charge Policy**

The Township and Monroe Township do hereby mutually agree that each entity will not impose charges for the equipment or personnel.

**5. Power and Authority**

The Township and Monroe Township do hereby mutually agree that each entity in performing the services under this contract, shall have full power and authority to undertake and direct those projects and personnel necessary or convenient to carry out its duties, responsibilities and obligations under the contract.

**6. Indemnification**

The Township and Monroe Township hereby indemnifies and holds the other harmless against all losses, claims, or liabilities of any kind (including reasonable attorneys’ fees and costs) for personal injury or property damage, arising out of the actions taken by either party pursuant to this Agreement.

**7. Insurance**

During the term of this Agreement, the Township and Monroe Township will keep in force, at its expense, (i) public liability insurance, including contractual liability, with

carriers authorized to do business in New Jersey with minimum limits on account per occurrence of \$300,000.00 for general liability, auto liability of \$300,000, excess liability of \$4,700,000 and workers compensation/employers liability pf \$2,000,000. The Township and Monroe Township will each provide a Certificate of Insurance naming the each other as an additional insured.

**8. Authorization**

Each party represents and warrants to the other that all action necessary for the Township and the Monroe Township 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.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**10. 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, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgments shall have been rendered.

In witness thereof, the parties have hereto set their hands and seals this \_\_\_\_\_ day of March 2015.

Attest:

Township of Franklin

\_\_\_\_\_  
**Barbara Freijomil, Clerk**

\_\_\_\_\_  
**Edward Leopardi, Mayor**

\_\_\_\_\_  
**,Clerk**

\_\_\_\_\_  
**, Mayor**