

**TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER**

R-81-15

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

WHEREAS, the New Jersey Interlocal Services Act, N.J.S.A. 40A:65-1 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, April 14, 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, April 14, 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 April, 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. 40A:65-1 et. seq.) authorizes and empowers the Township to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein the parties intending to be legally bound it is 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 an 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. Each respective municipality shall be responsible for the ordinary maintenance of the equipment that it utilized to provide the shared services. If in the event any damage is considered a major repair that is caused by the negligent actions of the employee of the neighboring community, said municipality shall be responsible for the costs of said repairs.

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 hold 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 \$300,000.00, excess liability of \$4,700.00 and workers compensation/employers liability of \$2,000,000.00. The Township and Monroe Township will each provide a Certificate of Insurance naming each other as an additional insured.

8. Authorization

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

NOW, THEREFORE, BE IT FURTHER AGREED THAT:

1. This agreement shall commence upon passage of a Resolution adopting this Agreement by other the Township and Monroe Township, copies of which shall be attached hereto.
2. This Agreement may be executed in multiple counterparts, each of which is declared an original, and all of which when taken together shall constitute one (1) and the same instrument.
3. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that this Agreement shall not be affected.
4. This Agreement shall be binding on the successors and assigned of each of the parties.
5. Any dispute arising under this Agreement shall be first referred to Arbitration under the rules of the American Arbitration Association.
6. The invalidity of any clause container herein shall not render any other provision invalid, and the balance of this Agreement shall be binding upon the parties.
7. There is no side or oral agreements relating to this undertaking as set forth.

IN WITNESS WHEREOF, the Township and Monroe Township have executed this Agreement on the date first above set forth.

WITNESS:

Township of Franklin:

_____ **By:** _____ **Mayor**

Township of Monroe:

_____ **By:** _____ **Mayor**