

TOWNSHIP OF UNION

IN THE COUNTY OF UNION

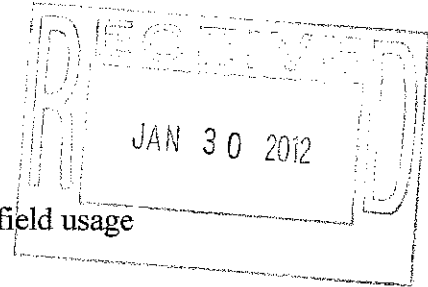
Eileen Birch, RMC
Township Clerk

Antionette Kielwasser
Assistant Municipal Clerk

Municipal Building
P.O. Box 3609
1976 MORRIS AVENUE
UNION, NEW JERSEY 07083
908-851-8501
908-851-4679 FAX

January 26, 2012

Township of Union Public Schools
2369 Morris Avenue
Union, NJ 07083
Attn: James Damato, Board Secretary



Re: Interlocal Services Agreement –rock salt/field usage

Dear Mr. Damato,

Enclosed please find two originals of the above referenced agreement and a copy of Resolution No. 2012- 47 which authorizes said agreement. Please execute the agreement and return one original for my file.

If you have any questions please call me at 908-851-8501.

Very Truly Yours,

Eileen Birch
Township Clerk

THIS INTERLOCAL SERVICES AGREEMENT, made this _____ day of _____, 2012 (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").

WITNESSETH:

WHEREAS, the Township and the Board wish to encourage inter-municipal cooperation and planning in the purchase and utilization of supplies to be used by Union Schools and the utilization of Board of Education fields by the Township of Union Recreation Department, authorized permit holders; 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 provision of rock salt and field usage Union Schools; 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 purchase and utilization of supplies, services and field usage. Calculations shall be made on an annual basis in order to maintain equal contributions, as nearly as possible.

Section 1.02. Duties of the Township. Township representatives will provide, as needed, rock salt for winter snow removal.

Section 1.03. Duties to the Board. The Board shall provide use of its fields, including custodial and maintenance staff that are necessary as determined by the Board.

Section 1.04. Duration of Agreement. This Agreement shall be in force for the period of September 1, 2011 to August 31, 2012.

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.

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:

By: Eileen Birch
Eileen Birch
Township Clerk

TOWNSHIP OF UNION

By: Joseph Florio
Joseph Florio, Mayor

[SEAL]

ATTEST:

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

TOWNSHIP OF UNION
BOARD OF EDUCATION

By: _____
Francis R. Perkins, President

[SEAL]

RESOLUTION

WHEREAS, the Governing Body of the Township of Union (the "Township") and the Board of Education (the "Board") are desirous of entering into a contract for the joint provisions of services pursuant to N.J.S.A. 40A:8-1 et. seq.; and

WHEREAS, pursuant to the attached contract for rock salt and use of school fields, appended hereto and made a part hereof, the Board and the Township have listed, in detail, all provisions applicable to this agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township committee of the Township of Union in the County of Union hereby approves the attached Contract for Joint Services and that the Board President and the Board Secretary are hereby authorized and directed to execute such contract.

I, Eileen Birch, Clerk of the Township of Union, in the County of Union, do hereby certify that the above is a true copy of Resolution No. 2012-47, passed at a regular meeting of the Township Committee of said Township held on the 24th day of January, 2012.

In Witness Whereof, I have hereunto set my hand and seal of the Township of Union this 24th day of January, 2012.



Eileen Birch, Township Clerk

Approved as to form by:
Daniel Antonelli, Township Attorney