

THIS INTERLOCAL SERVICES AGREEMENT, made this 18th day of NOVEMBER, 2002 (the "Agreement") by and between the Township of Hazlet, a municipal corporation in the State of New Jersey with offices located at 319 Middle Road, Hazlet, New Jersey 07730 (the "Township") and the Hazlet Township Board of Education, a public agency in the State of New Jersey with offices located at 421 Middle Road, Hazlet, New Jersey (the "Board").

W I T N E S S E T H :

WHEREAS, the Township and the Board wish to encourage inter-municipal cooperation and planning in the purchase, utilization and exhaustion of common resources such as bulk purchasing, contracted/shared services, equipment usage and storage; 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, utilization and exhaustion 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 which the municipality itself could provide directly; and

WHEREAS, N.J.S.A. 40:8A-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 inter-municipal cooperation and planning in the purchase, utilization and exhaustion of common resources; 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

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 and planning in the purchase, utilization and exhaustion of common resources such as bulk purchasing, contracted/shared services and equipment usage and storage.

Section 1.02. Duties of the Township. The Township shall provide the following services to the Board: snow removal, black top repair, fleet maintenance, and the preparation of signs. The Township shall also place orders, purchase, deliver, or arrange for pick up when required, through the Board's contracts, the following: cleaning supplies, janitorial supplies; copy paper and equipment.

Section 1.03. Duties of the Board. The Board shall provide the following services to the Township: assist with sanding, lawn mowing at Police Headquarters and Cullen Recreational Center and contract electrical services on a time and material basis. The Board shall permit the Township to place orders, purchase, deliver, or arrange for pick up when required, the aforementioned services or supplies, through the Board's contracts.

Section 1.04. Duration of Agreement. This Agreement shall be in force for the period of January 1, 2003 to December 31, 2008.

Section 1.05. Fee. The Township and the Board shall pay a fee for such supplies or service stated in Sections 1.02 and 1.03 above, at cost to either the Township or the Board, which is to pass through as a charge or a credit.

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:

THE TOWNSHIP OF HAZLET

By: Mary L. Lynch
Mary L. Lynch, Township Clerk

By: Christopher Cullen
Christopher Cullen, Mayor

[SEAL]

ATTEST:

THE TOWNSHIP OF HAZLET
BOARD OF EDUCATION

By: Barbara J. [Signature]

By: Lee [Signature]

[SEAL]