



# **INTERLOCAL SERVICES AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF MIDDLE**

**AND**

**CAPE EDUCATIONAL COMPACT**

**PURSUANT TO THE PROVISIONS  
OF  
N.J.S.A. 40:8A-1 ET SEQ.**

**INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
THE TOWNSHIP OF MIDDLE  
AND  
CAPE EDUCATIONAL COMPACT**

This Agreement is dated as of the date set forth below by and between Cape Educational Compact and the Township of Middle (the "Township").

Pursuant to the New Jersey Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., Cape Educational Compact and the Township as "local units" defined therein, are empowered to contract for the provision of services on behalf of one party, which the other party providing such services is otherwise empowered to render within its own jurisdiction. The Township has the personnel, capacity and facilities otherwise to perform this contract on behalf of the Cape Educational Compact, and it is the intent of the parties through this Agreement to establish the terms and conditions under which the Township shall provide services to the Cape Educational Compact, including the extent of such services, and delineation of the parties' respective responsibilities in connection with such services.

The Township of Middle shall provide these services to the Cape Educational Compact from September 10, 2009 until June 30, 2010.

**SCOPE OF SERVICE**

The scope of services provided for in this Interlocal Services Agreement by the Township of Middle to the Cape Educational Compact shall be providing the use of the Martin Luther King Center, 207 West Main Street, Whitesboro, New Jersey. These services will be from September 10, 2009 until June 30, 2010.

The Cape Educational Compact will have use of the gymnasium, atrium and bathrooms only, five (5) days a week. Those days shall be Mondays through Friday between the hours of 12:45pm and 1:45pm. The Township reserves the right to restrict use of the facility for certain functions, i.e. primary and general election dates or other recurring events, at which time a 2 week notice will be given.

**COST OF SERVICES**

The Cape Educational Compact shall pay to the Township of Middle a sum of \$12,000 (calculated at \$75/hour for 160 days.) for the use of the facilities as they pertain to this agreement between September 10, 2009 until June 30, 2010.

Cape Educational Compact shall provide payment for services rendered under this Interlocal Services Agreement as follows:

School Year 2009-2010 shall be paid by April 1, 2010.

## CONDITION OF USE

The Cape Educational Compact agrees to maintain the premises in a clean and orderly fashion and to dispose of any trash prior to leaving the premises. It being the express intention of the parties that the Township shall receive the premises from Cape Educational Compact in the same condition in which it presents them to the Cape Educational Compact.

Cape Educational Compact agrees to inspect the premises before every event, practice or other conforming use of said premises for defects, and further agrees to immediately inform the Township, in writing, of any defects noted. Cape Educational Compact shall not use the facilities pending correction of the defect.

Cape Educational Compact shall indemnify, save harmless and defend the Township, its elected and appointed officials, its employees, agents, its volunteers and others working on behalf of the Township, from and against any and all claims, losses, costs, attorney fees, damages or injury including death and/or property loss, expense claims or demands rising out of or alleged to have been caused in any manner by defect in any equipment or material supplied under this agreement, or by the performance of any services under this agreement, including all suits or actions of every kind or description brought against the Township, either individually or jointly with Cape Educational Compact for or on account of any damage or injury to any person or persons or property caused or alleged to have been caused by, or on account of, the performance of any service pursuant to or in connection with this agreement, or through any negligence or alleged negligence in safeguarding the servicer area, or through any act, omission or fault or alleged act, omission or fault of the Cape Educational Compact, its employees, or agents or others under this Interlocal Services Agreement.

Notwithstanding the indemnification and defense obligations of the Cape Educational Compact, the Cape Educational Compact shall purchase and maintain such insurance as described in the attached Schedule "A" and as is appropriate for the services being performed and furnished and as will provide protection for any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Cape Educational Compact performance and furnishing of the services and Cape Educational Compact other obligations under the Interlocal Services Agreement. Whether it is to be performed or furnished by Cape Educational Compact, by anyone directly or indirectly employed by any of them to perform or furnish any of the services, or by anyone for whose acts any of them may be liable.

Cape Educational Compact shall be required to name the Township as an additional insured on the Cape Educational Compact policy of commercial general liability insurance, and simultaneously with the delivery of the executed Interlocal Agreement, Cape Educational Compact shall provide the Township with a Certificate of Insurance indicating that the insurance coverage as described in the attached Schedule "A", and as is appropriate for the services being performed and furnished has been obtained and that the Township has been designated as an additional insured where required.

On or before the renewal date of said policy, Cape Educational Compact shall be required to provide the Township with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Township as additional insured.

Cape Educational Compact agrees to pay for the costs of any damage done beyond normal wear and tear to the premises during the term of the Interlocal Services Agreement as that damage may apply to their use.

Cape Educational Compact is responsible for the conduct of their charges and they will, at all times, provide sufficient personnel to supervise them. The Township of Middle will not provide any personnel or provide activities of any sort.

Cape Educational Compact agrees that every person connected with Cape Educational Compact using the premises covered by this Interlocal Services Agreement shall abide by, conform to and comply with all the laws of the United States and the State of New Jersey, Ordinances of the Township of Middle, and any and all rules and regulations for use of the facility and if the attention of Cape Educational Compact is called to a violation by any person employed by or admitted to said premises by the Cape Educational Compact, the Cape Educational Compact shall immediately desist from and correct such violation.

**IN WITNESS THEREOF**, the parties hereunto set their hands and seals or caused their proper officials to set their hands and affix the corporate seal this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

TOWNSHIP OF MIDDLE

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_  
Cape Educational Compact

SCHEDULE "A"  
Schedule of Insurance

Notwithstanding the indemnification and defense obligations of the Lessee, the "Lessee" shall provide at its own cost and expense proof of the following insurance to the "Township".

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products and Completed Operations

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000.00) dollars with a minimum annual aggregate of two million (\$2,000,000.00) dollars.

Township shall be named as "Additional Insured."

C. Automobile Liability Insurance

With a minimum combined single limit of liability per accident of one million (\$1,000,000.00) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired and non-owned automobiles.

D. Errors and Omissions/Professional Liability

A minimum limit of liability of one million (\$1,000,000.00) dollars per incident and in the annual aggregate.

Failure by the Lessee to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this Interlocal Agreement.

The insurance companies from the above coverages must be licensed by the State of New Jersey and acceptable to the "Township". The "Lessee" shall take no action to cancel or materially change any of the insurance required under this Interlocal Agreement without the "Township's" prior approval. The maintenance of insurance under this section shall not relieve the "Lessee" of any liability greater than the limits or scope of the applicable insurance coverage.

