

**INTERLOCAL SERVICE AGREEMENT FOR
THE USE OF CERTAIN EQUIPMENT OWNED
BY THE BOROUGH OF TINTON FALLS BY
THE TOWNSHIP OF WALL**

This Agreement is entered into between:

BOROUGH OF TINTON FALLS, a Municipal Corporation of the State of New Jersey, with principal offices located at 556 Tinton Avenue, Tinton Falls, New Jersey 07724-3298,

And

TOWNSHIP OF WALL, a Municipal Corporation of the State of New Jersey, located at 2700 Allaire Road, Wall Township, New Jersey 07719.

hereinafter referred to as "Wall".

WHEREAS, pursuant to the Interlocal Services Act, N.J.S.A., 40:8A-1 et seq., any local unit of the State of New Jersey may enter into a contract with another local unit or units for joint provisions within their several jurisdictions for the benefit of the citizens of both jurisdictions; and

WHEREAS, Tinton Falls owns and maintains certain equipment which may benefit both the Tinton Falls and Wall, which equipment is attached as Schedule A hereto, and

WHEREAS, Tinton Falls is desirous of allowing Wall to lease said equipment for periods of time as may be agreed upon by the appropriate municipal authorities in each municipality and for such periods of times and at such rates as they may so decide, and

WHEREAS, it is in the best interest of both Tinton Falls and Wall that both municipalities allow for the provision of this equipment in an effort to minimize the expense and maximize the use of said equipment between both municipalities, and,

WHEREAS, Wall, as consideration for the use of such equipment will provide certain financial consideration for use in accordance with the schedule of equipment and rates shown on Schedule A,

NOW, THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereto agree as follows:

1. Nature and Extent of Services: Tinton Falls agrees to provide the schedules provided on Schedule A subject to its availability at the times requested by Wall.

2. Standards and Allocation of Responsibility: It is acknowledged that title and ownership, scheduled maintenance and management of the equipment noted on Schedule A shall be and remain the sole responsibility of Tinton Falls. Wall, agrees to use the equipment in a good and workmanlike manner and to avoid any acts of negligence, accidents or improper operation of the machinery during its use. Wall further agrees to repair any damage caused by its negligence, accidents or improper operation of the machinery and to clean, fully fuel and return the equipment upon completion of its use or at the request of the Tinton Falls.

Further, Wall agrees to daily operation checks, fluid level adjustments and routine greasing required while under the care and custody of the personnel of Wall, which activity shall be performed by qualified personnel within Wall. Said personnel shall duly report operating hours weekly to Tinton Falls so that regular and required maintenance may be performed upon the machinery as may be deemed necessary by the Tinton Falls.

In furtherance of this Agreement the parties agree that appropriate officials from each municipality shall sign off on the delivery and return of the equipment in proper condition or shall note such objections upon such delivery or return as shall be applicable, at which point the responsible party shall accomplish such repairs as may be necessary to restore the machinery to its good and operating condition.

3. Consideration: In consideration for the Agreement set forth herein, Wall shall pay to Tinton Falls such amounts as may be due and payable to Tinton Falls according to the Schedule A attached to this Agreement or as may be hereinafter amended. Such payments shall be made within 60 days of the receipt of a statement of the amounts due issued by Tinton Falls.

4. Duration of Contract: This Agreement shall remain in effect for a period of one year and shall be renewed annually as the parties may agree.

5. Arbitration: Any controversy or claim arising out of or relating to this Agreement or a breach thereof shall be settled pursuant to the laws of the State of New Jersey by arbitration in accordance with the Rules that exist in the American Arbitration Association or similar Arbitrator and judgment upon an award rendered pursuant to such arbitration maybe entered into in any Court in the State of New Jersey.

6. Insurance and Indemnification: Wall agrees that it shall maintain sufficient liability insurance covering the use and operation of the machinery to be provided. Wall agrees that it shall remain solely responsible for any claims, costs, liability or damages arising from its transportation, use or storage of the equipment and further shall hold Tinton Falls harmless, indemnify and reimburse Tinton Falls for any costs, claims, damages, judgments or other causes of action against Tinton Falls arising from the use, transportation or provision of the equipment permitted by this Agreement, including reasonable attorney's fees incurred by Tinton Falls in defense of such actions, if any.

7. Governing Laws: The contract shall be governed and construed in accordance with the laws of the State of New Jersey.

8. Independent Counsel: The parties hereby acknowledge that they have independent legal counsel of their own choosing in order to have this Agreement reviewed and approved and in order to receive independent and separate advise regarding every aspect of this Agreement.

9. Voluntary Execution and Authority: The parties each acknowledge and represent that this Agreement has been executed by them and each of them is free from persuasion, fraud, undue duress or economical, physical duress of any kind exerted by the other or other persons. The parties also hereby acknowledge that this Agreement has been approved by Ordinance by the respective parties' governing bodies.

10. Partial Invalidity: If any term, covenant or condition of this Agreement or the application of the Agreement to any entity or circumstances shall be, to any extent invalid or unenforceable, the remainder of the Agreement, or the application of such term, covenant or condition to the entity or the circumstances other than those to which it is held invalid or unenforceable, shall not be affected by each term, covenant or condition of this Agreement and shall be valid and shall be enforced to the full extent provided by law.

11. Cooperation Between the Parties: The parties hereby promise that they will notify each other and cooperate with each other with regard to the use of the equipment by Wall.

12. Entire Agreement: This Agreement sets forth all the covenants, agreements and understandings between the parties concerning the agreement equipment, the parties respectfully acknowledge that there are no covenants, promises, agreements or representation, inducements, conditions either oral or written between the parties other than those set forth in the Agreement. No alterations, amendments, changes or additions to this Agreement shall be binding upon either party unless reduced in writing and signed by each party.

WHEREFORE, the parties have fixed their signatures on the day and date noted below.

ATTEST: (Affix Seal)

BOROUGH OF TINTON FALLS

Karen Mount-Taylor, Borough Clerk

Peter Maclearie Mayor
Dated:

ATTEST: (Affix Seal)

TOWNSHIP of WALL

Borough Clerk

Mayor
Dated:

SCHEDULE A

1. Equipment - Trommel, Wildcat RHC 5-140, serial # TR167089.
2. Payment Rate – One Thousand (\$1,000.00) dollars per week. For the purpose of this agreement a week will consist of seven (7) days or a forty (40) hour work week.
3. Availability – As determined by the Tinton Falls Director of Public Works.
4. Delivery – Delivery is available by the Borough of Tinton Falls for a fee of one hundred fifty (\$150.00) dollars for round trip transportation. In the event Wall Township chooses to pick up and return said equipment Wall Township will provide proof of insurance and be responsible for any damage incurred during such transportation.