

INTERLOCAL SERVICES AGREEMENT

THIS AGREEMENT MADE THIS 24TH DAY OF JANUARY, 2006, BETWEEN

HAZLET TOWNSHIP
1776 Union Avenue
Hazlet, NJ 07730

AND

KEYPORT BOARD OF EDUCATION
370 Broad Street
Keyport, NJ 07735

WHEREAS, the Township of Hazlet and the Keyport Board of Education (hereinafter collectively referred to as the "parties") wish to encourage inter-municipal cooperation and planning in the purchase and exhaustion of common resources such as gasoline to fuel municipal vehicles; and

WHEREAS, the parties recognize that Interlocal Government Service Agreements may yield certain economies and efficiencies to the residents of Hazlet in the joint purchase and pooling of resources such as gasoline; and

WHEREAS, the parties recognize that residents of Hazlet Township will benefit from a coordinated approach in the purchase and exhaustion of natural resources; and

WHEREAS, the Township of Hazlet and the Keyport Board of Education 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 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 parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, this Agreement sets forth the specific provisions for the Interlocal Services Agreement between the Township of Hazlet and the Keyport Board of Education to implement the Township's "joint-purchase" gasoline program, in accordance with N.J.S.A. 40:48-2, N.J.S.A. 40:8A-1 et. seq., the Interlocal Services Act, as follows:

1. The Township of Hazlet and the Keyport Board of Education will engage in inter-municipal cooperation and planning in the purchase and exhaustion of common resources such as gasoline to fuel municipal vehicles.
2. The Keyport Board of Education will purchase gasoline from the Hazlet Township municipal reserve.
3. Each month, the Keyport Board of Education will pay the Chief Financial Officer of the Township for the gasoline provided, at the prevailing rate per gallon, plus an additional eight (8) cents per gallon of gasoline for the operation and maintenance of the Hazlet Township facility, upon receipt of any invoice for the same.
4. If there exists a shortage in the Hazlet Township municipal gasoline reserve, the Township of Hazlet will be responsible for replacing the same.
5. In consideration for this agreement, the Keyport Board of Education does hereby release the Township of Hazlet from liability for any and all claims resulting from injuries to any of the Keyport Board of Education employees, officer, agents, independent contractors and/or any other authorized designees, which may occur while these individuals are on the property of Hazlet Township.
6. This Agreement shall remain in effect unless superseded in its entirety by a further Agreement of the parties, in which case the terms of the latter Agreement shall prevail.
7. This Agreement shall be interpreted in accordance with the rights of the parties hereto and shall be governed by the laws of the State of New Jersey.
8. This Agreement sets forth the entire agreement between the parties concerning the subject matter hereof and shall not be modified or amended except by an instrument in writing signed by the parties.
9. This Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers duly authorized, and to be duly attested, and to have their respective corporate seals affixed hereunto, and have caused this Agreement to be dated as of the day and year first written above.

ATTEST:

TOWNSHIP OF HAZLET

BY: Mary Lynch
MARY L. LYNCH
MUNICIPAL CLERK

Michael C. Sachs
MICHAEL C. SACHS
MAYOR

DATE: 1/24/2006

ATTEST:

KEYPORT BOARD OF EDUCATION

BY: Josephine Podreacky
DATE: 2/8/06

BY: David A. Winter