



**INTERLOCAL SERVICES AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF MIDDLE**

**AND**

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
REGIONAL SCHOOL-CAPE MAY CAMPUS**

**November 1, 2009 – March 30, 2010**

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

**INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
THE TOWNSHIP OF MIDDLE  
AND  
STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES  
REGIONAL SCHOOL-CAPE MAY CAMPUS**

This Agreement is dated as of the date set forth below by and between the Department of Children and Families Regional School-Cape May Campus and the Township of Middle (the "Township").

Pursuant to the New Jersey Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., the Department of Children and Families Regional School-Cape May Campus and the Township as "local units" defined therein, are empowered to contract for the provision of the use of a facility on behalf of one party, which the other party providing such facility 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 Department of Children and Families Regional School-Cape May Campus, and it is the intent of the parties through this Agreement to establish the terms and conditions under which the Township shall provide a the use of a facility to the Department of Children and Families Regional School-Cape May Campus, including the extent of such services, and delineation of the parties' respective responsibilities in connection with such services.

The Township of Middle shall provide the use of a facility to the Department of Children and Families Regional School-Cape May Campus from November 1, 2009 until March 30, 2010.

**SCOPE OF SERVICE**

The scope of services provided for in this Interlocal Services Agreement by the Township of Middle to the Department of Children and Families Regional School-Cape May Campus shall be providing the use of the Carl Baker Building at the Georgiana Clarence Davies Sports Complex, 626 Goshen Road, Cape May Court House, New Jersey. This facility will be provided November 10, 17, 20, 24, 2009; December 1, 4, 8, 11, 15, 18, 33, 2009; January 5, 8, 12, 15, 19, 22, 25, 29, 2010; February 2, 5, 9, 16, 19, 23, 26, 2010; March 2, 5, 9, 12, 16, 19, 23, 26, 30, 2010.

The Department of Children and Families Regional School-Cape May Campus will have use of the gymnasium and bathrooms only two (2) days a week. Those days shall be Tuesdays and Fridays between the hours of 12:00 Noon and 3:00 PM. It is understood that in the event of inclement weather or a change in school schedule that the representatives of the Department of Children and Families Regional School-Cape May Campus shall be afforded the opportunity of negotiating an alternate day and/or days based on scheduling changes that may take place through unforeseen circumstances. 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 State of New Jersey Department of Children and Families Regional School-Cape May Campus shall pay to the Township of Middle a sum of One Thousand Seven Hundred (\$1,700.00) Dollars for the use of the facilities between November 10, 2009 and March 30, 2010.

Department of Children and Families Regional School-Cape May Campus shall provide payment for services rendered under this Interlocal Services Agreement as follows:

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

## **CONDITION OF USE**

Department of Children and Families Regional School-Cape May Campus 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 Regional School-Cape May Campus in the same condition in which it presents them to the Regional School-Cape May Campus.

Department of Children and Families Regional School-Cape May Campus 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. Department of Children and Families Regional School-Cape May Campus shall not use the facilities pending correction of the defect.

Department of Children and Families Regional School-Cape May Campus 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 Department of Children and Families Regional School-Cape May Campus 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 Department of Children and Families Regional School-Cape May Campus, its employees, or agents or others under this Interlocal Services Agreement.

Notwithstanding the indemnification and defense obligations of the Department of Children and Families Regional School-Cape May Campus, the Department of Children and Families Regional School-Cape May Campus 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 Department of Children and Families Regional School-Cape May Campus performance and furnishing of the services and Department of Children and Families Regional School-Cape May Campus other obligations under the Interlocal Services Agreement. Whether it is to be performed or furnished by Department of Children and Families Regional School-Cape May Campus, 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.

Department of Children and Families Regional School-Cape May Campus shall be required to name the Township as an additional insured on the Department of Children and Families Regional School-Cape May Campus policy of commercial general liability insurance, and simultaneously with the delivery of the executed Interlocal Agreement, Department of Children and Families Regional School-Cape May Campus 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, Department of Children and Families Regional School-Cape May Campus 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.

Department of Children and Families Regional School-Cape May Campus agrees to pay for the costs of any damage done beyond the normal wear and tear to the premises during the term of the Interlocal Services Agreement as that damage may apply to their use.

Department of Children and Families Regional School-Cape May Campus 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.

Department of Children and Families Regional School-Cape May Campus agrees that every person connected with Department of Children and Families Regional School-Cape May Campus 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 Department of Children and Families Regional School-Cape May Campus is called to a violation by any person employed by or admitted to said premises by the Department of Children and Families Regional School-Cape May Campus, the Department of Children and Families Regional School-Cape May Campus 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 \_\_\_\_\_  
Regional School-Cape May Campus

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.