

INTERLOCAL SERVICES AGREEMENT

THIS AGREEMENT made this 27th day of August, 2003, by and

BETWEEN: TOWNSHIP OF MANCHESTER, a municipal corporation of the State of New Jersey, having its offices located at 1 Colonial Drive, Manchester, New Jersey, 08759,

AND: TOWNSHIP OF BERKELEY, a municipal corporation of the State of New Jersey, having its offices at P.O. Box B, Pinewald-Keswick Road, Bayville, New Jersey, 08721.

WHEREAS, by resolution of the Township Council of the Township of Manchester, dated _____, 2003, authorization was hereby give to enter into an Interlocal Services Agreement with the Township of Berkeley for the furnishing of hazardous material emergency response assistance; and,

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., authorizes local units as defined in the Act to enter into joint agreements for the provision of governmental services; and,

WHEREAS, the Township of Berkeley has the Berkeley Emergency Response Team Hazardous Material Unit, one of only two hazardous material response teams within the County of Ocean; and,

WHEREAS, the Township of Manchester wishes to enter into an Agreement with the Township of Berkeley for the furnishing of hazardous material emergency response assistance; and;

WHEREAS, the Township of Berkeley shall provide hazardous material emergency response assistance within the territorial jurisdiction of the Township of Manchester; and,

WHEREAS, the Township of Manchester will reimburse the Township of Berkeley for any expenses arising from any hazardous material emergency response assistance within the territorial jurisdiction of the Township of Manchester; and,

WHEREAS, said Agreement is in the best interest of the Township of Manchester.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the parties hereby agree to and with each other as follows:

1. The Township of Berkeley through the Berkeley Emergency Response Team Hazardous Material Unit shall render hazardous material emergency response assistance to the

Township of Manchester.

2. The services specified herein, shall be provided for a term of one year from the date of the full execution of this Agreement and shall continue from year to year unless altered by cancellation or mutual agreement in writing.

3. The activities and operations of the Berkeley Emergency Response Team Hazardous Material Unit when rendering services under this Agreement shall be completely under the control of the Township of Berkeley.

4. The members of the Berkeley Emergency Response Team Hazardous Material Unit shall have the same powers, authority, rights and immunities as the members of any of the emergency services of the Township of Manchester when aid is being rendered therein.

5. This Agreement may be terminated by either of the parties upon written notice by the party desiring to terminate said Agreement. Such notice shall be given no later than 30 days prior to the termination of said Agreement.

6. Upon failure to give notice within the specified time said Agreement shall be renewable at its termination date upon the then negotiated terms.

7. The Township of Berkeley shall submit a bill for cost of providing hazardous material emergency response assistance rendered to the Township of Manchester during an emergency response irrespective of the Township of Manchester expenses/costs.

8. Pursuant to N.J.S.A. 40A:14-26; 40A:14-35 and 40A:14-156, the Township of Manchester shall pay to the Township of Berkeley a fee as follows:

A. **LABOR RATE.** Hourly rate to be based on the individual responder's current contract, during normal work period as paid by various public agencies within the Township of Berkeley, plus a fringe benefits factor of 0.28.

B. **MATERIAL COSTS.** Material Costs are to be based upon the average prices contained in the current New Jersey Department of Environmental Protection Emergency Response Services Contract (Category A)

C. **EQUIPMENT COSTS.** Equipment costs are to be based on a depreciation formula and calculated on a per incident basis. Equipment damaged or ruined beyond repair will be assessed at the cost to repair/replace depending on the situation. A copy of the invoice/quote to repair/replace will be submitted with the cost recovery request.

D. **VEHICLE COSTS.** Vehicle costs will be assessed per incident for every 24 hour period or any portion thereof and at the following rates:

Automobile.....	\$ 50.00
Utility Vehicle.....	\$ 75.00
BLS Vehicle.....	\$100.00
Heavy Rescue.....	\$150.00
Engine (pumper).....	\$200.00
Truck (ladder).....	\$250.00

E. **OTHER COSTS.** Any other costs incurred as the result of the Berkeley Township Emergency Response Team, the Township of Berkeley will provide a copy of the invoice for the covered costs.

9. Payment of the fee for hazardous materials response services shall be made within thirty (30) days of presentation of a Purchase Order by the Township of Berkeley to the Township of Manchester.

10. **BENEFITS, INJURY, or DEATH.** Members of the Berkeley Emergency Response Team Hazardous Material Unit who suffers an injury, or their legal representative, if death results while rendering assistance to the Township of Manchester, shall be entitled to all such salary, pension rights, workman's compensation or other benefits, as they would have accrued if such injury or death had occurred in the performance of duties in the Township of Berkeley, with such benefits to be the responsibility of the Township of Manchester.

11. The Township of Berkeley shall not be responsible for reimbursement of any expenses/costs and shall be held harmless for any personal injury or damage to property or equipment of the Township of Manchester, its employees or property owners when rendering assistance to the Township of Manchester.

12. **INDEMNIFICATION.** The Township of Manchester agrees to indemnify and defend the Berkeley Emergency Response Team Hazardous Material Unit, the Township of Berkeley and any agents, employees or members from any claims arising from rendering assistance to the Township of Manchester.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

14. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

15. **BINDING EFFECT.** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the Township of Manchester and the Township of Berkeley, enforceable in accordance with its terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

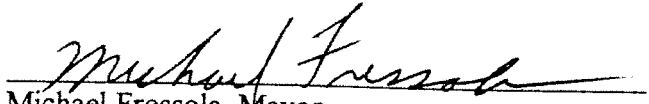
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in its proper form, attested by its Clerk and have affixed hereto its corporate seal.

ATTEST

TOWNSHIP OF MANCHESTER



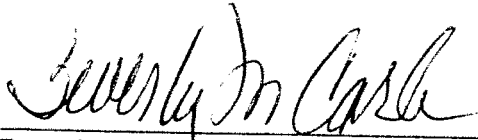
Marie S. Pellecchia
Township Clerk



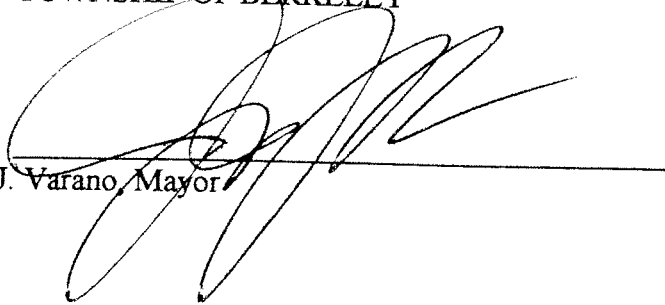
Michael Fressola, Mayor

ATTEST

TOWNSHIP OF BERKELEY



Beverly Carle
Township Clerk



Jason J. Varano, Mayor