

INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
EAST WINDSOR TOWNSHIP  
AND  
HIGHTSTOWN BOROUGH  
FOR SENIOR SERVICES

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2006, between the TOWNSHIP OF EAST WINDSOR, a municipal corporation of the State of New Jersey, with offices at 16 Lanning Boulevard, East Windsor, Mercer County, New Jersey 08520, hereinafter called "East Windsor," and HIGHTSTOWN BOROUGH, a municipal corporation of the State of New Jersey, with offices at 148 North Main Street, Hightstown, Mercer County, New Jersey 08520, hereinafter called "Hightstown."

WITNESSETH

WHEREAS, East Windsor operates the Senior Citizen Center and programs at the facility owned by East Windsor located at 40 Lanning Boulevard, East Windsor, New Jersey (hereinafter called "the Center"); and

WHEREAS, East Windsor Township and Hightstown Borough have entered into Interlocal Service Agreements whereby the Center and its programs have been available to senior citizens of Hightstown Borough; and

WHEREAS, Hightstown desires to continue to make the programs and services of the Center available to its senior citizens through a contract with East Windsor; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., permits local units of this State to enter into a contract with any other local unit for the provision within their jurisdiction of any service which any party to the agreement is empowered to render within its own jurisdiction.

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

1. INCORPORATION OF RECITALS

The WHEREAS clauses set forth above are hereby incorporated into and made a part of this agreement.

2. TERM/EFFECTIVE DATE

The term of this agreement shall be from March 1, 2006 through February 28, 2007. This agreement shall become effective upon the adoption of resolutions by both East Windsor and Hightstown approving same and authorizing its execution by the appropriate officials.

3. SCOPE OF SERVICES

During the term of this agreement, East Windsor shall operate the Center and make available to the senior citizens of Hightstown all of the services and programs offered through the Center, including but not limited to the Mercer County Nutrition Project for

the Elderly and Senior Transportation. East Windsor shall be responsible for the operation of the Center, its services and programs. In connection therewith, East Windsor shall employ a Senior Citizen Center Director, provide necessary maintenance and upkeep of the Center, provide for daily scheduling and routing for the Senior Bus Service, and provide coordination with Mercer County, as needed, to maintain and operate the Nutrition Project for the Elderly.

4. MAINTENANCE OF RECORDS

East Windsor shall maintain records of the names and addresses of the senior citizens of each municipality who attend the Center or participate in its services or programs. To the extent practicable, these records shall reflect the number and nature of services or programs utilized by each participant. These records will be updated and provided to Hightstown on a monthly basis. Additionally, the Center shall be open for inspection by Hightstown officials during normal operating hours.

5. HIGHTSTOWN'S CONTRIBUTION FOR OPERATION OF THE CENTER

The parties agree that Hightstown shall pay to East Windsor Thirty-one thousand sixty-two dollars and sixty-two cents (\$31,062.62).

6. Hightstown's contribution for any successor agreement following the end of this term shall be based on the actual costs of operating the Center in 2006 as certified by the East Windsor's Chief Financial Officer, net of Senior Transportation bus fares, any unanticipated Federal, State or County revenue, along with the attendance and participation records of the Center maintained by East Windsor.

7. PAYMENT

Hightstown shall pay to East Windsor for services provided under this agreement the sum of \$31,062.62 payable as follows:

May 1, 2006	\$7,765.66
August 1, 2006	\$7,765.66
November 1, 2006	\$7,765.66
February 1, 2007	\$7,765.66

8. INDEMNIFICATION

Hightstown shall defend and hold harmless East Windsor against any and all claims brought against East Windsor or any of its agents or employees arising out of East Windsor providing any services to Hightstown senior citizens on behalf of Hightstown under the terms of this agreement. Provided, however, that Hightstown shall not be responsible for any such claims arising out of the willful, wanton, malicious or criminal conduct of any agent or employee of East Windsor. Hightstown shall provide a certificate of insurance naming East Windsor as an additional insured providing coverage for the obligations under this agreement.

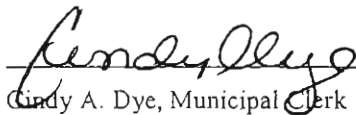
9. RENEWAL

Prior to March 1, 2007, the parties will need to notify the other in writing if it desires to continue services and negotiate a new contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates indicated below:

ATTEST:

TOWNSHIP OF EAST WINDSOR

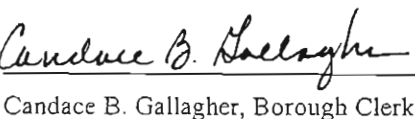
  
Cindy A. Dye, Municipal Clerk

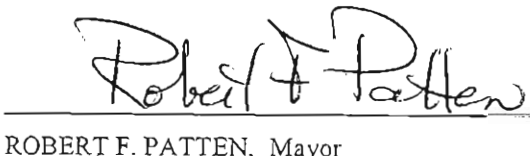
  
JANICE S. MIRONOV, Mayor

Date: 3.10.06

ATTEST:

BOROUGH OF HIGHTSTOWN

  
Candace B. Gallagher, Borough Clerk

  
ROBERT F. PATTEN, Mayor

Date: 02-23-2006