

**INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF LINDEN AND THE CITY OF ELIZABETH IN
CONNECTION WITH TRAFFIC CONTROL SIGNAL REPAIRS AND
MAINTENANCE WITHIN THE CITY OF LINDEN THAT WILL
BE CONDUCTED BY THE CITY OF ELIZABETH**

THIS INTERLOCAL SERVICES AGREEMENT, made this 13th day of April, 2005, (hereinafter the "Agreement") by and between the City of Linden, in the County of Union (hereinafter "Linden"), a municipal corporation in the State of New Jersey, and the City of Elizabeth, in the County of Union (hereinafter "Elizabeth"), a municipal corporation in the State of New Jersey.

W I T N E S S E T H:

WHEREAS, Linden is in need of traffic control signal repair and maintenance service at certain intersections within its borders; and

WHEREAS, there are thirty (30) designated signalized intersections in Linden that require repairs and maintenance on a periodic basis. Approximately 80% of these intersections are solid state control systems with the balance being electro-mechanical; and

WHEREAS, Elizabeth has agreed to provide the necessary manpower for maintaining and repairing these thirty (30) designated signalized intersections; and

WHEREAS, Linden will pay Elizabeth the sum of \$70,000.00 per year to perform the necessary services to the traffic control systems; and

WHEREAS, the Interlocal Services Act (set forth at N.J.S.A. 40:8A-1 et seq.) authorizes Elizabeth and Linden to execute agreements by and among themselves providing for or relating to the management of the traffic control systems; and

WHEREAS, the aforementioned law authorized Elizabeth and Linden to do all acts and things which are necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

WHEREAS, Linden and Elizabeth have each duly authorized its proper officials to execute this Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

SCOPE

Section 1.01. Duties of Elizabeth. Elizabeth agrees to provide the necessary manpower to maintain and repair thirty (30) signalized intersections within Linden as listed in the attached Exhibit A. Such service will include biannual preventive maintenance signal inspections for both

control systems and signal hardware; removal and reinstallation of equipment damaged in motor vehicle accidents; responding to emergencies, signal malfunction and lamp outages; and provide necessary manpower to repair damage or failure to underground cables. Specifically, not included are conduit failures or utility power replacement. Elizabeth will respond to all service calls within two (2) hours of receipt of the request for service from Linden.

Section 1.02. Duties of Linden. Linden authorizes Elizabeth to provide traffic control signal repairs and maintenance at thirty (30) designated signalized intersections as attached hereto as Exhibit A. Linden shall provide Elizabeth with a profile of each intersection with information consisting of signal hardware and signal timing which is necessary for proper maintenance and record keeping; and a list of its current equipment inventory. Linden agrees to pay Elizabeth the sum of \$70,000.00 per year to perform the necessary services. Linden shall provide all parts and replacement equipment required and shall authorize the municipal representative set forth below to order parts and equipment as necessary. Payments shall be made in advance in twelve (12) equal monthly installments of \$5,833.34 on the first day of each month. Linden shall provide Elizabeth with as much advance notice as is possible to perform the necessary repairs to the traffic control signals.

Section 1.03. Term of Agreement. This Agreement shall be for the period of one (1) year commencing on May 1, 2005 and ending on April 30, 2006.

Section 1.04. Municipal Representatives. For purposes of this Agreement, Elizabeth's representative is Warren Bush, Signal System Superintendent, who may be contacted at 908-558-2083. Linden's representative is Giovanni Principato, Supervising Public Safety Telecommunicator, who may be contacted at 908-474-8636.

Section 1.05. Right of Cancellation. It is agreed by the parties hereto that either party may terminate this Agreement, for any reason, by serving written notice to the other party by hand delivery or regular and certified mail, return receipt requested, and at least sixty (60) days in advance of the effective date of termination. The effective date of termination shall be the last day of the month. For example, if the service of the notice is completed on June 15, then the date of termination must be August 31. All amounts due must be paid to the effective date of termination and shall be paid in full within thirty (30) days after said termination date.

Section 1.06. Indemnification. Linden shall indemnify, protect, defend, and hold harmless Elizabeth and its employees from and against any and all liability, claims, loss, damages, penalties, forfeitures, suits and costs incidental thereto, including the cost of defense, settlement and reasonable attorney's fees which it may incur or become responsible for or pay out as a result of death, bodily injury, destruction or damage to property, violation of governmental laws, regulations or orders, incurred by Elizabeth or asserted against Elizabeth resulting from services undertaken by Elizabeth hereunder or for its failure or omission to perform under this Agreement, except for the gross negligence and/or intentional conduct of the City of Elizabeth or its employees or agents.

ARTICLE II

MISCELLANEOUS

Section 2.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein; and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 2.03 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.04. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by Linden and Elizabeth and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

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

ATTEST:

Val D. Imbriaco
Val D. Imbriaco, City Clerk

[Seal]

ATTEST:

Anthony R. Pillo
Anthony R. Pillo, R.M.C., City Clerk

[Seal]

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CITY OF ELIZABETH
APPROVED AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS
DESCRIPTION

City of Linden

By: John T. Gregorio
John T. Gregorio, Mayor

City of Elizabeth

By: J. Christian Bollwage
J. Christian Bollwage, Mayor



JAMES CLINEBELL
911 COORDINATOR

City of Linden

Union County, New Jersey
911 Central Dispatch
City Hall - 301. North Wood Avenue
Linden, New Jersey 07036

(508) 474-3636

Traffic Lights

City of Linden

STREET NAME	CONTROLLER TYPE	POLE COND.
Wood Ave/Raritan Rd.	GAMATRONIX	GOOD
WOOD AVE/GIBBONS ST.	TRANSYT 3000	GOOD
WOOD AVE/CURTIS ST.	TRANSYT 3000	GOOD
WOOD AVE/HENRY ST.	TRANSYT 3000	GOOD
WOOD AVE/ELM ST.	TRANSYT 3000	GOOD
WOODAVE/KNOPF ST.	TRANSYT 3000	GOOD
WOOD AVE/BLANCKE ST.	TRANSYT 3000	GOOD
WOOD AVE/PRICE ST.	TRANSYT 3000	GOOD
WOOD AVE/ELIZABETH AVE.	TRANSYT 3000	GOOD
WOOD AVE/LINDEN AVE.	TRANSYT 3000	GOOD
WOOD AVE/MORRIS AVE.	TRANSYT 3000	GOOD
WOOD AVE/12TH ST.	ECONOLITE	GOOD
WOOD AVE/16th ST.	ECONOLITE	GOOD
WOOD AVE/MAIN ST.	MARBELITE M20	GOOD
STILES ST/VALLEY RD.	TRANSYT 1880 EL	GOOD
STILES ST/PRINCETON RD.	TRANSYT 1880 EL	GOOD
STILES ST/ELIZABETH AVE	TRAFCON 840	GOOD

STILES ST/LINDEN AVE	TRANSYT 1880	GOOD
DEWITT ST/KNOXH ST.	ECONOLITE	GOOD
CURTIS ST/MACANDLESS ST.	MARBELITE M20	BAD COND.
ROSELLE ST/CURTIS ST	TRANSYT 880 EL	GOOD
ROSELLE ST/ELIZABETH AVE	MARBELITE M20	BAD COND.
PARK AVE/ELIZABETH AVE	TRANSYT 880 EL	GOOD
PARK AVE/LINDEN AVE.	MULTISONIX	GOOD
PARK AVE/GRIER AVE.	MARBELITE M20	GOOD
WASHINGTON AVE/ELM ST.	MARBELITE M30	GOOD
WASHINGTON AVE/BLANCKE ST.	MARBELITE M20	BAD COND.

01/21/01 JC

NORTH STILES ST/CURTIS ST.

Replacement of bulbs only

E. Elizabeth Ave. and Chandler Ave.
DeWitt Terr and Raritan Rd.

STILES ST/LINDEN AVE	TRANSYT 1880	GOOD
DENITT ST/KNOPE ST.	ECONOLITE	GOOD
CURTIS ST/MACANDLESS ST.	MARBLITE M20	BAD COND.
ROSELLE ST/CURTIS ST	TRANSYT 880 EL	GOOD
ROSELLE ST/ELIZABETH AVE.	MARBLITE M20	BAD COND.
PARK AVE/ELIZABETH AVE.	TRANSYT 880 EL	GOOD
PARK AVE/LINDEN AVE.	MILTISONIX	GOOD
PARK AVE/GRIER AVE.	MARBLITE M20	GOOD
WASHINGTON AVE/ELM ST.	MARBLITE M30	GOOD
WASHINGTON AVE/BLANCKE ST.	MARBLITE M20	BAD COND.

01/21/01 JC

NORTH STILES ST/CURTIS ST. Replacement of bulbs only

E. Elizabeth Ave. and Chandler Ave.
DeWitt Terr and Raritan Rd.

New Light to be Installed
at DeWitt Street and West Henry Street

18

City Engineer
OWN. TREASURER

City Attorney

RESOLUTION

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq. permits a municipality to enter into a contract with any other municipality for certain services; and

WHEREAS, the City of Linden is desirous of entering into such an agreement with the City of Elizabeth whereby the City of Elizabeth will provide traffic signal maintenance and repair services within the City of Linden; and

WHEREAS, the Municipal Treasurer has certified to the availability of funds for this purpose, as attached hereto, which will be charged to account/line item No. 5-01-324-271;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN as follows:

1. The City of Linden hereby authorizes the negotiation and execution of an appropriate Interlocal Services Agreement pursuant to N.J.S.A. 40:8A-1 et seq. with the City of Elizabeth whereby the City of Elizabeth shall provide traffic signal maintenance and repair services at an annual fee not to exceed \$70,000.00, exclusive of materials and parts.
2. A formal Interlocal Services Agreement pursuant to N.J.S.A. 40:8A-1 et seq. shall be negotiated and approved by the Municipal Attorneys of the City of Linden and the City of Elizabeth.
3. The Mayor and City Clerk are hereby empowered and directed to execute a final Interlocal Services Agreement to effectuate the purposes hereinabove expressed.
4. This Resolution shall take effect pursuant to law.

PASSED: April 12, 2005

Robert F. Bunk

President of Council

APPROVED: April 13, 2005

John T. Gregorio

Mayor

ATTEST:

Val D. Imbriaco

City Clerk

Certified to be a true and exact copy.
Val D. Imbriaco

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City Clerk, City of Linden, N. J.
Date: 4/13/05

18.

City Engineer
Don. TREASURER

City Attorney

RESOLUTION

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq. permits a municipality to enter into a contract with any other municipality for certain services; and

WHEREAS, the City of Linden is desirous of entering into such an agreement with the City of Elizabeth whereby the City of Elizabeth will provide traffic signal maintenance and repair services within the City of Linden; and

WHEREAS, the Municipal Treasurer has certified to the availability of funds for this purpose, as attached hereto, which will be charged to account/line item No. 5-01-324-271;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN as follows:

1. The City of Linden hereby authorizes the negotiation and execution of an appropriate Interlocal Services Agreement pursuant to N.J.S.A. 40:8A-1 et seq. with the City of Elizabeth whereby the City of Elizabeth shall provide traffic signal maintenance and repair services at an annual fee not to exceed \$70,000.00, exclusive of materials and parts.

2. A formal Interlocal Services Agreement pursuant to N.J.S.A. 40:8A-1 et seq. shall be negotiated and approved by the Municipal Attorneys of the City of Linden and the City of Elizabeth.

3. The Mayor and City Clerk are hereby empowered and directed to execute a final Interlocal Services Agreement to effectuate the purposes hereinabove expressed.

4. This Resolution shall take effect pursuant to law.

PASSED: April 12, 2005

APPROVED: April 13, 2005

Robert F. Bunk

President of Council

John T. Gregorio

BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator has requested authorization for a renewal of an Interlocal Service Agreement between the City of Elizabeth and the City of Linden for repair and maintenance of traffic control systems within the City of Linden that will be conducted by the City of Elizabeth; and

WHEREAS, the City of Elizabeth will be paid \$70,000.00 annually for providing this service; now, therefore, be it

RESOLVED that the City Council of the City of Elizabeth authorizes the Mayor and the proper City officials to execute the renewal of the Interlocal Service Agreement between the City of Elizabeth and the City of Linden for repair and maintenance of traffic control systems within the City of Linden that will be conducted by the City of Elizabeth.

ADOPTED BY CITY COUNCIL OF
ELIZABETH, NJ AT MEETING

MAY 10 2005

ANTHONY R. PILLO
CITY CLERK

Mayor ✓	Police Dir.	Personnel	Bd. Adjust.
Bus. Admin. ✓	Pub. Works Dir.	Judge	Plan. Bd. ✓
City Atty. ✓	Recreation Dir.	Assessor	Chief Fin. Off. ✓
Finance Dir.	Treasurer ✓	Engineer	Plan. & Plan. Dir.
Fire Dir.	Auditor ✓	Bd. Educ.	Neigh-Serv. Dir.
HWN Dir.	Purchasing		

Others _____
Date _____ City Clerk