

**INTERLOCAL SERVICES AGREEMENT**

THIS AGREEMENT, made the 11<sup>th</sup> day of August 2008,

**BETWEEN**            **TOWNSHIP OF BERKELEY**, a municipal corporation of the State of New Jersey, having its principal offices located at Pinewald-Keswick road, Bayville, New Jersey, 08721 hereinafter referred to as **PROVIDER**,

**AND**                    **Manchester Township**, having its principal offices located at 1 Colonial Drive Manchester, NJ 08759, hereinafter referred to as **RECIPIENT**,

**WITNESSETH:**        That the **PROVIDER** and the **RECIPIENT** for the Considerations hereinafter named agree pursuant to the Interlocal Services Act N.J.S.A. 40:8A-1 et seq. as it may be amended from time to time as follows:

**ARTICLE I – SCOPE OF SERVICES**

The **PROVIDER** shall permit the use of the Township’s Truck Wash System to the recipient for motor vehicles owned by **RECIPIENT**. Said Truck wash System shall be located at the Public Works Yard, in the Township of Berkeley, on an as needed basis.

**ARTICLE II – THE CONTRACT SUM**

The **PROVIDER** shall permit the use of the Truck Wash System to the **RECIPIENT** for a charge of \$12.50 for small trucks (single axle) and \$15.50 for large trucks. Payments will be made no later than 30 days after **PROVIDER** submits a written purchase order..

**ARTICLE III – TIME OF COMPLETION**

The term of the contract shall be for a period of two (2) years. Either party may terminate the agreement upon 30 days written notice.

**ARTICLE IV – INSURANCE**

The **RECIPIENT** is to carry proper insurance and to name **PROVIDER** as an additional insured.

**ARTICLE V – RISK OF LOSS**

The **RECIPIENT** is to assume the entire liability of any loss or damage to any of their vehicles from the use of the Truck Wash System. The **RECIPIENT** shall bear all costs of repair and replacement.

**ARTICLE VI – THE CONTRACT DOCUMENTS**

This agreement and the Resolution adopted by the Township Council of the Township of Berkeley memorializing the same form the Contract and they are fully a part of the Contract as if hereto attached or herein repeated.

**ARTICLE VII – AGREEMENT BINDING**

This agreement shall be binding upon the **PROVIDER**, its successors and assigns, and upon the **RECIPIENT**, its successors and assigns or heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals:

**Manchester Township**

**ATTEST:**

By: Sabri J. Skibo  
Manchester Township Clerk

By: Michael Fressola  
Michael Fressola, MAYOR

**Berkeley Township**

**ATTEST:**

By: Coverly M. Carle  
Berkeley Township Clerk

By: Jason J Varano  
Jason J Varano, MAYOR