**INTERLOCAL SERVICE AGREEMENT BETWEEN**

**THE TOWNSHIP OF DENNIS AND**

**THE DENNIS TOWNSHIP SCHOOL DISTRICT**

**FOR REPAIR EQUIPMENT AND SERVICES**

**THIS AGREEMENT** is entered effective, retroactively, October 1, 2021 between: **THE TOWNSHIP OF DENNIS,** a body politic and corporate of the County of Cape May, State of New Jersey with its principal offices located at 671 Petersburg Road, Dennis Township, New Jersey (“Township”) and **THE DENNIS TOWNSHIP SCHOOL DISTRICT,** with its principal offices located at 601 Hagen Road, Cape May Court House, New Jersey (“District”)

**WITNESSETH**

WHEREAS, the Township and the District have a vested interest in eliminating duplication and reducing operating expenses in the community related to the purchase of large repair equipment;

WHEREAS, the Township purchased a portable battery operated 75,000 lb. capacity four column lift for the repair of large vehicles, including buses;

WHEREAS, the District purchased a towable boom lift for hard to access repairs, such as HVAC equipment located in gym and all-purpose room ceilings;

WHEREAS,the Uniform Shared Services and Consolidation Act (“Act”), N.J.S.A. 40A:65-1, et seq., encourages any local unit of the State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any part to the agreement is empowered to render within its own jurisdiction as a means to reduce local expenses funded by property taxpayers;

WHEREAS, the Township and the District as “local units” defined by the Act are empowered to enter into shared services agreements;

WHEREAS, the Township and the District wish to assist each other to the extent possible by permitting the use of equipment, tools, personnel and facilities required to perform as needed repairs, with the prior approval of the Supervisor or Administrator;

WHEREAS, through this Agreement, it is the intention of the parties to cooperate and collaborate with one another in order to share certain services and resources set forth herein to operate in a more cost-effective manner thereby providing more expeditious and efficient services to their respective taxpayers;

WHEREAS, the Township and the District shall consider the adoption of a Resolution authorizing the execution of this Agreement; and

WHEREAS, this Agreement shall take effect upon the adoption of said resolutions and the execution of this Agreement by all parties.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, and pursuant to all applicable federal, state, and local laws, statutes, codes or ordinances, the Township and District do hereby agree as follows:

**ARTICLE I: BASIC TERMS OF THE AGREEMENT**

* 1. The Township agrees to furnish the portable battery operated 75,000 lb. capacity four column lift to the District on an as needed basis. At all times, the Township shall maintain responsibility for and control over said equipment. The Township is not responsible for making any upgrades needed for the purpose of utilizing the equipment for District related repairs.
	2. The District agrees to furnish its towable boom lift to the Township on an as needed basis. At all times, the District shall maintain responsibility for and control over said equipment. The District is not responsible for making any upgrades needed for the purpose of utilizing the equipment for Township related repairs.
	3. The Township and the District agree to provide mechanic support services on an as needed basis. Shared mechanic support services shall include the use of equipment, tools, personnel and facilities to perform as needed repairs, with prior approval of the Administrator or Supervisor.

**ARTICLE II: SCOPE OF SERVICES**

**2.1 Services to be Performed.**

The Township will provide to the District the use of equipment and infrastructure needed for as needed repairs, to fulfill all statutory duties required of the District. Services shall include:

1. Use of the portable battery operated 75,000 lb. capacity four column lift located at 571 Petersburg Road, Dennisville, New Jersey 08214; and
2. Use of equipment, tools, personnel and facilities required to perform as needed repairs, with the prior approval of the Public Works Supervisor or Township Administrator.

The District will provide to the Township the use of equipment and infrastructure needed for as needed repairs, to fulfill all statutory duties required of the Township. Services shall include:

1. Use of the towable boom lift located at 165 Academy Road, Woodbine, NJ 08270 or 601 Hagan Road, Cape May Court House, NJ 08210; and
2. Use of equipment, tools, personnel and facilities required to perform as needed repairs, with the prior approval of the Supervisor of Buildings and Grounds or Business Administrator.

**2.2. Use of Equipment and/or Infrastructure.**

It is recognized by the Parties that the Township is the owner/operator of the portable battery operated 75,000 lb. capacity four column lift and the infrastructure being supplied to the District and that the services required by the District shall not materially adversely affect the responsibilities, duties, and/or performance of the Township.

It is recognized by the Parties that the District is the owner/operator of the towable boom lift and the infrastructure being supplied to the Township and that the services required by the Township shall not materially adversely affect the responsibilities, duties, and/or performance of the District.

**ARTICLE III: FUNDING**

**3.1.** This agreement shall come at no cost to the Township or District. This Agreement does not address funding or the sharing of any other goods, services, or other functions between the Provider and Recipient. Funding shall be the responsibility of each part for their own duties and obligations, and may be the subject of a future agreement(s) between the parties at a later date.

**ARTICLE IV: DURATION OF CONTRACT, TERMINATION & AMENDMENT**

**4.1. Duration.** The agreement shall be for five (5) years commencing October 1, 2021 and terminating September 30, 2026.

**4.2 Termination.** Either party may terminate its participation in the shared service agreement by providing at least thirty (30) days written notice to the other participant.

**4.3. Amendments.** The Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the governing body of each entity and specifies the date the provisions of such amendment shall be effective.

**ARTICLE V: INSURANCE**

**5.1** The Township and the District shall each maintain adequate property liability and workers’ compensation coverage related to any of their own employees and their participation in this Agreement; and shall name the other party as an Additional Insured for all activities that occur and are directly related to the responsibilities under the terms of this Agreement.

**ARTICLE VI: INDEMNIFICATION**

**6.1** The Township and the District shall not be liable for any intentional acts or omissions related to the other party’s employees performing their duties in the discharge of this Agreement. Each party shall indemnify, defend and hold the other harmless from all losses, claims, liabilities, injuries or damage caused by an employee’s performance of his or her duties to his or her employer when engaged in activities contemplated by this Agreement. Such indemnification shall include payment of reasonable attorneys’ fees and costs in defense of any claim. Each party, however, is not obligated to indemnify the other if the acts and omissions are exclusively within the purview of its responsibilities to its employer and are not covered by this Agreement. To the extent any damages are covered by applicable insurance, the Township and the District waive all rights against each other.

**ARTICLE VII: DISPUTES OUTSIDE THE SCOPE OF THIS AGREEMENT**

**7.1** In the event any complaints or issues arise related to the nature, extent and quality of service or other communication between the parties which are required under this Agreement, authorized representatives of the parties shall present any such issues for resolution to the other party. In the event the issue(s) presented are not resolved in a timely manner, then either party shall present the unresolved issue(s) to the other party through a Notice issued in accordance with paragraph 14 hereunder.

**ARTICLE VIII: AGREEMENT DISPUTES**

**8.1** Any disputes arising between the Parties as to the interpretation of the terms and conditions of this Agreement or the satisfactory performance thereof by any of the parties or related to any of the services and other responsibilities specified within this Agreement shall be resolved in accordance with the following:

 STEP A: District’s President and/or Solicitor, and the Township’s Mayor and/or Solicitor shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below.

 STEP B: In the event that a dispute cannot be resolved as provided in Step A, then the matter can be resolved via filing a complaint in Cape May County Superior Court.

**ARTICLE IX: NOTICES**

**9.1** Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated form actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than Saturday, Sunday, or legal public holiday. Notices shall be addressed as follows:

If intended for the Township, notices should be concurrently provided by one or both of the foregoing modes of service to the Township:

 Municipal Clerk

 Township of Dennis

 571 Petersburg Road

 Dennis Township, New Jersey 08214; and

 Mayor

 Township of Dennis

 571 Petersburg Road

 Dennis Township, New Jersey 08214

If intended for School District, notices should be concurrently provided by one or both of the foregoing modes of service to the School District:

 President

 Dennis Township School District

 601 Hagen Road

 Cape May Court House, New Jersey 08210

 Solicitor

 Dennis Township School District

 601 Hagen Road

 Cape May Court House, New Jersey 08210

**ARTICLE X: CHOICE OF LAW**

**10.1** Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**ARTICLE XI: ENTIRE AGREEMENT**

**11.1** This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

**ARTICLE XII: SEVERABILITY**

**12.1** If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

**ARTICLE XII: WAIVER**

**13.1** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

**IN WITNESS WHEREOF**, the Township and the School District have each hereunto caused their proper officers to sign and their respective corporate seals to be affixed hereto, the day and year first written above.

**TOWNSHIP OF DENNIS:**

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jackie Justice, Township Clerk Zeth Matalucci, Mayor

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DENNIS TOWNSHIP SCHOOL DISTRICT:**

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paige Sharp-Rumaker, Board Secretary Nichol Hoff, Board President

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_