

INTERLOCAL SERVICES AGREEMENT

Between

TOWNSHIP OF NUTLEY (the "Township")

and

NUTLEY BOARD OF EDUCATION (the "Board")

WHEREAS, N.J.S.A. 40:8A-1, et seq., the Interlocal Services Act ("ISA") permits joint activities among municipalities and school districts by Contract (the "Contract"); and

WHEREAS, the ISA specifically provides that the Contract may provide for the construction, maintenance and use of capital facilities and the apportionment of costs thereof; and

WHEREAS, the Township and the Board recognize the value of interlocal cooperation as a way of reducing duplication and overlap of services and as a means of efficient and economical construction, maintenance, and use of certain capital facilities; and

WHEREAS, the State of New Jersey has appropriated Eight Hundred Forty Thousand (\$840,000.00) Dollars to the Township for use by the Township and Board as part of the redevelopment of the Park Oval (the "Funds"); and

WHEREAS, the Township and the Board use the Park Oval for various activities; and

WHEREAS, the Township and the Board wish to enter into this Contract in order to define the respective rights and obligations of the Township and the Board regarding the redevelopment of the Park Oval (the "Project") and administration of the Funds.

NOW, THEREFORE, BE IT RESOLVED, that the following Contract shall be entered into between the Township of Nutley and the Nutley Board of Education to enumerate the duties, roles and responsibilities of the contracting parties.

This Contract sets forth the specific provisions for the Interlocal Services Agreement between the Township and the Board for the provision and funding of the

construction of capital facilities, namely the reconstruction of the Park Oval, and the apportionment of costs thereof in accordance with N.J.S.A. 40:8A-1, et seq., as follows:

1. **Purpose.** The Township and the Board agree to cooperate in administering the Funds jointly for the necessary and appropriate construction at the Park Oval. The Funds shall be deposited with the Township Treasurer and maintained by the Township in an escrow account entitled "Park Oval Account." Expenditures will be made at the direction of the Township and the Board of Education in accordance with accepted Township procedures. In addition to the Funds, any and all other revenues collected and designated for the Project, by way of public and/or private grants of money or of donations of money or property or through contributions of money for the Project shall be deposited into the Park Oval Account. During the term of this Agreement, the Board will provide ordinary maintenance and upkeep of the Park Oval, exclusive of the capital improvements.

2. **Term.** The initial term of this Contract shall be for a period of seven (7) years commencing on the date of execution of this Contract. This Contract may be renewed for additional terms as necessary to implement the purpose of this Contract.

3. **Use of Park Oval.** The Township will continue to have use of the Park Oval to support community activity needs. The Township and the Board recognize the Project is designed to accommodate increased usage of the Park Oval. The use will be coordinated with the Board through established Board procedures consistent with those procedures used in the past.

4. **Project Design and Construction.** The Board and the Township shall jointly assume responsibility for the design and construction of the project.

5. **Personnel, Material and Equipment.** The Township and the Board will use their best efforts to utilize their respective personnel, equipment and materials to assist in the reconstruction project when necessary and appropriate.

6. **Indemnification.** The Township shall maintain in full force and effect during the term of this Agreement, workmen's compensation and automobile liability insurance, covering all employees and vehicles used in its performance hereunder. In addition, the Township shall maintain public liability insurance and limits of not less than One Million (\$1,000,000.00) Dollars covering any claims arising out of the Township

activities hereunder. The Township agrees to defend, indemnify and hold the Board harmless from and against any and all losses, claims, demands, actions or liabilities whatsoever, including reasonable attorney's fees arising from or having to do with the activities conducted by the Township hereunder.

The Board shall maintain in full force and effect during the term of this Agreement public liability insurance and limits of not less than One Million (\$1,000,000.00) Dollars covering any claims arising out of Board activities hereunder. The Board agrees to defend, indemnify and hold the Township harmless from and against any and all losses, claims, demands, actions, or liabilities whatsoever, including reasonable attorney's fees arising from or having to do with the activities conducted by the Board hereunder.

7. **Dispute Settlement.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

8. **Oversight/Audit.** The Mayor of the Township and the President of the Board shall each designate two (2) members to a joint committee to oversee the Project (the "Committee"). The Committee shall establish procedures to carry out the purposes of this Agreement and shall meet regularly to conduct such business as necessary.

9. **Applicable Law.** The parties agree to abide by all laws, ordinances, rules, regulations including the Local Public Contract Law *N.J.S.A. 40A:11-3*. Solicitation and bidding of vendors and monitoring of vendor performance shall be the responsibility of the Committee through the Township.

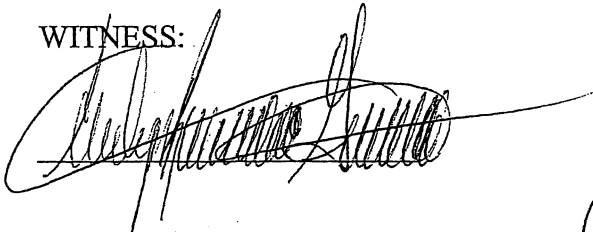
10. **Approval.** The governing bodies of the Township and Board shall indicate their approval of this Agreement by adopting this Resolution and affixing their signatures hereto in the spaces provided below.

11. **Additional Appropriations.** As required by law, any obligation of the parties to pay monies in excess of the Funds appropriated hereby is the responsibility of and contingent upon the lawful appropriation of such additional sums by the Board.

12. Entire Agreement. This Contract constitutes the Entire Agreement between the parties and shall not be modified except in writing.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officials as of this 15th day of February, ~~2004~~ 2005

WITNESS:

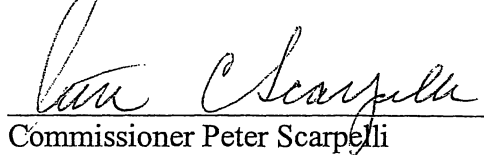


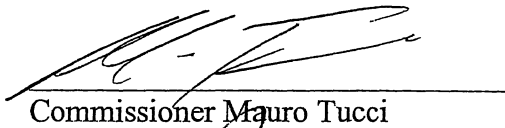
Evelyn Rosario-Garcia
Municipal Clerk
Township of Nutley

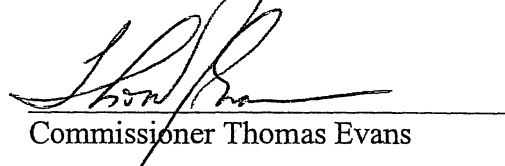
TOWNSHIP OF NUTLEY



Mayor Joanne Cocchiola

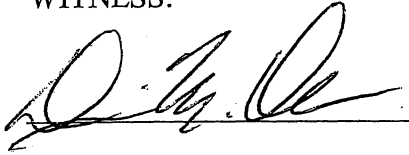
Commissioner Carmen A. Orechio

Commissioner Peter Scarpelli

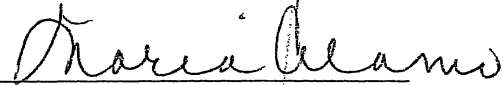
Commissioner Mauro Tucci


Commissioner Thomas Evans

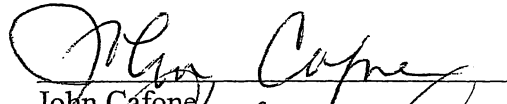
WITNESS:

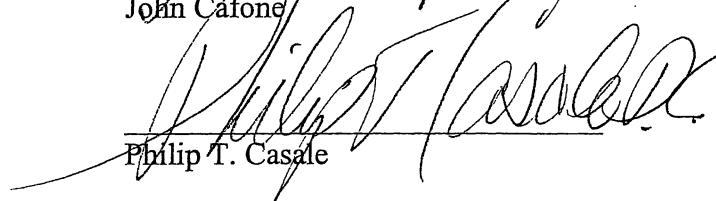


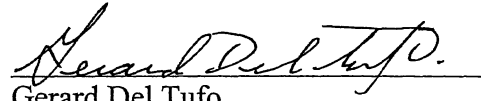
BOARD OF EDUCATION



Maria Alamo, President


Gerard M. Parisi, Vice President

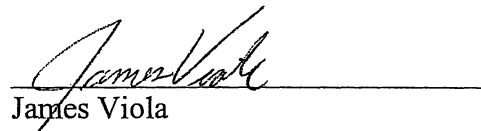
John Cafone

Philip T. Casale

Gerard Del Tufo

Sal Oliva

Ken Reilly

Al Restaino

James Viola