

INTERLOCAL SERVICES AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 2011,

BETWEEN

BOROUGH OF TINTON FALLS, a municipal corporation of the State of New Jersey, having its principal offices located at 556 Tinton Avenue, Tinton Falls, New Jersey, 07724, hereinafter referred to as **PROVIDER**,

AND

BOROUGH OF RED BANK, having its principal offices located at 90 Monmouth Street, Red Bank, New Jersey, 07701, hereinafter referred to as **RECIPIENT**,

WITNESSETH: That the **PROVIDER** and the **RECIPIENT** for the Considerations hereinafter named agree pursuant to the Uniform Shared Services & Consolidation Act (N.J.S.A. 40A:65-1 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 Borough's Truck Wash Systems to the **RECIPIENT** for motor vehicles and trucks owned by **RECIPIENT**. Said Truck Wash System shall be located at the Public Work Yard, in the Borough of Tinton Falls, on an as needed basis.

ARTICLE II – THE CONTRACT SUM

The **PROVIDER** shall permit the use of the Borough's Truck Wash System to the **RECIPIENT** for a charge of \$25.00 for the washing of tandem trucks, sanitation trucks and similar vehicles and \$20.00 for the washing of single axle trucks, front end wheel loaders and similar vehicles. 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 sixty (60) 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 – REGULATORY COMPLIANCE

All washing shall occur indoors in compliance with New Jersey Department of Environmental Protection (“NJDEP”) regulations at the **PROVIDER’S** approved wash facility.

ARTICLE VII – METHODS

Washing shall be performed by an employee of **RECIPIENT** using water, detergent, and machinery provided by the **PROVIDER**.

ARTICLE VIII - SANITATION

The washroom shall be left in a clean condition or in the condition that existed before arrival. All debris, grease, and other matter shall be disposed of properly.

ARTICLE IX – HOURS OF OPERATION

The scheduling of wash bays shall be by mutual agreement. Wash bays will be available during normal working hours (7am through 4pm), Monday through Thursday, except by special arrangement.

ARTICLE X – THE CONTRACT DOCUMENTS

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

ARTICLE XI – 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:

Borough of Tinton Falls

ATTEST:

By: _____
Borough of Tinton Falls

By: _____
Michael Skudera, Mayor

Borough of Red Bank

ATTEST:

By: _____
Borough of Red Bank

By: _____
Pasquale Menna, Mayor