

## **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