

INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY
OF ESSEX, NEW JERSEY AND
**THE BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE**, IN THE
COUNTY OF ESSEX, NEW JERSEY
PROVIDING FOR IMPROVEMENT OF THE ATHLETIC FIELDS
Dated as of November 24, 2020

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT (this "Agreement") between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township"), and The Board of Education of the Township of West Orange in the County of Essex, New Jersey, a school district and political subdivision of the State of New Jersey (the "School District"), dated as of November __, 2020.

WITNESSETH:

WHEREAS, the Township and the School District have determined that it is in the best interests of the Township, the School District and the residents thereof for the Township and the School District to jointly provide for the installation of an infield artificial turf for the High School baseball field; drainage, grading, landscaping and other site work and acquisition and installation of lighting and other equipment and all related work (the "Project"); and

WHEREAS, the project cost is estimated to be \$200,000; and

WHEREAS, any bonds or notes issued pursuant to the bond ordinance for this purpose shall be repaid in accordance with the pro rata share determined herein by the Township and the School District; and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the time frame and the terms of payment by the School District to the Township for its share of the cost of the Project; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1, *et seq.* authorizes and encourages a municipality and a school district to enter into contracts for the joint provision within their jurisdiction of any service that either party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements; and

WHEREAS, it is in the best interests of the citizens of the Township and the. School District for the Township and the School District to work together through this Interlocal Services Agreement to implement the Project for the benefit of the community; and

WHEREAS, the Township has approved the execution of this Agreement by resolution adopted on _____, 2020, and the School District has approved the execution of this Agreement by resolution adopted on _____, 2020;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and the School District will act together in accordance with this Agreement to implement the Project for a total estimated cost of \$200,000 to be received through the issuance of bonds or notes of the Township to finance the cost of the Project.

Section 2. The Township shall, in consultation with the School District, make its best efforts to adopt a bond ordinance appropriating \$200,000 for the Project through the issuance of bonds or notes of the Township to finance the cost of the Project.

Section 3. The Township will provide the funds available pursuant to the bond ordinance to the School District for the implementation of the Project, and the School District shall be responsible for the implementation of the Project in accordance with the requirements of law.

Section 4. The Township shall borrow funds pursuant to the bond ordinance on bond anticipation notes only in the amount necessary to complete the Project. If the Project cost comes in less than the originally estimated amount of \$200,000, the Township will only borrow such funds as are necessary for the completion of the Project.

Section 5. Upon notice by the School District to the Township that the Project is complete, the Township will issue Bond Anticipation Notes or permanent bonds to finance the Project.

Section 6. The School District shall be responsible for repaying fifty percent (50%) of the entire amount of funds borrowed pursuant to the bond ordinance.

Section 7. After the issuance of each set of notes, the Township shall notify the School District of the amount of the notes that were issued for this purpose, the interest rate per annum payable on the notes and the School District's share of the interest on the notes. If any principal amount is required to be paid on notes, the Township shall also inform the School District of the amount of the principal to be paid on the notes and the School District's share of the amount to be paid. When and if permanent bonds are issued, the bonds shall mature over 10 years and the Township shall provide a copy of the maturity schedule setting forth principal, interest and the interest rate at which the interest is calculated to the School District, and the School District shall be responsible for its share of the principal and interest due in each year.

Section 8. The amounts that the School District owes to the Township shall be paid on or before the maturity date or payment date of such obligations.

Section 9. Once the Project is completed, the High School baseball fields shall be available for use by the School District and the Township in accordance with this Agreement. The School District shall have scheduling preference for the use of the High School baseball fields for school purposes, and the Township shall be able to use the fields for recreational purposes when such purposes do not conflict with the educational and school related use of the fields.

Section 10. The Township and the School District shall hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses, (including but not limited to, reasonable attorneys' fees) that either may incur or be subject to as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with such performance or nonperformance.

Section 11. The rights and the obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 12. This Agreement shall remain in effect for years and until all obligations issued to finance the Project described herein are repaid.

Section 13. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly Authorized Representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, not as of the date first above written but, on the date, set forth below.

[SEAL]

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY

ATTEST:

By: _____

Date: _____

[SEAL]

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY

ATTEST:

By: _____

Date: _____