

**AGREEMENT BETWEEN THE TOWNSHIP OF LEBANON
AND THE LEBANON TOWNSHIP BOARD OF EDUCATION**

THIS AGREEMENT is effective September 20, 2020, between the

TOWNSHIP OF LEBANON,

a municipal corporation of the State of New Jersey, 530 West Hill Road, Glen Gardner, NJ 08826, hereinafter referred to as "Township."

And the

LEBANON TOWNSHIP BOARD OF EDUCATION,

70 Bunnvale Road, Califon, NJ, 07830, hereinafter referred to as "Board."

WITNESSED THAT:

WHEREAS, the governing body of any municipality may provide by Joint Agreement with the Board of Education of any school district or any State or County college for the provision and performance of goods and services for use by their respective jurisdictions; and

WHEREAS, the Township has provided, and proposes to continue to provide, various services for the Board, including, without limitation, mowing, snow removal, miscellaneous pot hole repairs, grading, and equipment hauling, as well as loaning equipment to the Board (collectively "Services"); and

WHEREAS, in exchange for the Township's continued performance of the Services, the Board agrees to pay \$22,000.00 on an annual basis for so long as this Agreement is in effect, plus any additional amounts as may be set forth below.

NOW, THEREFORE, in consideration of the mutual Agreements and covenants contained herein, the parties hereto agree as follows:

1. The above recitals are incorporated into this Agreement;
2. This Agreement shall take effect on the date it is signed by both parties;
3. Payments shall be made in four (4) installments as follows:

\$5,000 .00 by September 30, 2020

\$5,000.00 by December 30, 2020

\$6,000.00 by March 30, 2021

\$6,000.00 by June 30, 2021

In the event the Services provided by the Township in any particular year rise to an extraordinary level prior to said extraordinary Services being performed, the parties shall meet to discuss the possibility of additional compensation to be paid by the Board to the Township for such extraordinary Services. Any agreement on additional fees for such extraordinary Services shall be reduced to writing and attached as an addendum to this Agreement.

The Township shall comply with all applicable laws in providing the Services.

4. This Agreement shall be for the period of one-year and may be extended by the parties for such additional length of time as permitted by law.
5. The Township agrees that it shall maintain insurance coverage as set forth below, for the duration of this agreement, and provide the Board a copy of its certificate(s) of insurance naming the Board an additional insured for purposes of this agreement. The following insurance shall be maintained:
 - a. General Liability - with a limit not less than \$1,000,000 combined single limit. No endorsements excluding snow liability from the General Liability, and if so the Township will be required to have a Snow Plow Liability policy with a limit not less than \$1,000,000 combined single limit.
 - b. Automobile Liability - with a limit not less than \$1,000,000 combined single limit
 - c. Workers Compensation Insurance - applicable to the laws of the State of NJ and employee limits of not less than \$ 1,000,000 bodily injury, each occurrence, \$1,000,000 Disease Each, \$1,000,000 Disease Aggregate Limit
 - d. Umbrella - with a limit not less than \$5,000,000 combined single limit.
6. The Township shall add the Board of Education as an additional insured when the Township is performing any services under the agreement and the Township shall provide to the Board of Education a Certificate of Insurance regarding same; and
7. The Board of Education shall indemnify, defend and hold harmless the Township, its officials, agents, and employees, from and against any damage, injury or loss resulting from activities of employees of the Board of Education utilizing any equipment owned by the Township, and shall also name the Township as an additional insured for the use of such equipment and shall provide to the Township a certificate of insurance regarding same.

IN WITNESS WHEREOF, parties of the Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

ATTEST:

TOWNSHIP OF LEBANON

KAREN SANDORSE, RMC/CMC
Township Clerk

MIKE SCHMIDT
Mayor

ATTEST:

LEBANON TOWNSHIP
BOARD OF EDUCATION

ABIGAIL POSTMA
Business Administrator

MICHELE KORFIN
President