

**INTERLOCAL SERVICES AGREEMENT
BETWEEN MENDHAM BOROUGH AND MENDHAM TOWNSHIP
FOR PRELIMINARY EXPENSES IN CONNECTION WITH A JOINT MENDHAM LIBRARY**

This Agreement made this 16th day of December 2002, by and between:

BOROUGH OF MENDHAM,
a municipal corporation of the State of New Jersey,
with offices at the Municipal Building,
Two West Main Street,
Mendham, New Jersey 07945,

(Hereinafter, "Borough")

and:

TOWNSHIP OF MENDHAM,
a municipal corporation of the State of New Jersey,
with offices at the Municipal Building , P.O. Box 520,
Brookside, New Jersey 07926.

(Hereinafter, "Township")

WITNESSETH:

WHEREAS, the Borough and the Township desire to jointly explore the feasibility of locating and constructing a building to house a joint, private library to serve both communities; and

WHEREAS it is necessary to conduct certain preliminary studies, including but not limited to wetlands analysis, a boundary and topographic survey, and soil testing to evaluate and analyze potential sites for a joint, private library; and

WHEREAS, the parties desire to enter into an agreement pursuant to the "Interlocal Services Act," N.J.S.A. 40:8A-1, et seq., for the provision of the preliminary studies and the sharing of the cost related to the studies.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. The Borough and the Township agree that each municipality shall be responsible for one-half of the total cost of the studies set forth in “Preliminary Engineering Analysis – Mendham Joint Library”, attached hereto as Exhibit A. No work other than the work set forth in Exhibit A shall be authorized without the consent of each municipality by written addendum to this Agreement.

2. Costs related to the preliminary engineering analysis shall not exceed \$40,000.00, unless the Borough and the Township agree otherwise, in writing.

3. The municipality in which the proposed site is located (to be known as the host municipality) shall enter into a contract for the work set forth in Exhibit A, with a professional engineer or engineering firm satisfactory to the non-host municipality. The non-host municipality shall have the right to review and approve the contract prior to execution.

4. The host municipality shall collect hold and disperse the funds in connection with the preliminary studies.

5. The host municipality shall submit copies of all bills related to the project to the non-host municipality on a monthly basis. The non-host municipality will reimburse one-half of the project costs to the host municipality within thirty (30) days of receipt of the monthly statement of costs.

6. The host municipality shall obtain a temporary license from the owner(s) of the potential site(s) for access for the professional engineer to perform the preliminary studies. Any cost, legal or otherwise, associated with obtaining such permission shall be part of the cost of the studies pursuant to this Agreement and shall be reimbursed by the non-host municipality to the host municipality in accordance with Paragraph 5. Both the Borough and the Township shall indemnify the property owner from any liability associated with the performance of the contract for the preliminary studies.

7. The professionals shall be required to submit monthly progress reports to each municipality and to each library board and to meet with the municipalities and library boards, upon request, to discuss the progress and/or results of the studies.

8. Each municipality and library board will receive copies of all final studies.

9. This Agreement shall remain in effect until December 31, 2003, at which time representatives of the Borough and Township shall review this Agreement and determine whether it should be continued.

10. This agreement is entered into pursuant to the provisions of N.J.S.A. 40:8A-1, et seq. (Interlocal Services Act) and it is the intent of the parties hereto that the provisions hereof shall be construed to give full effect to the Legislative intent expressed therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

BOROUGH OF MENDHAM

Cheryl Jones, Clerk

By: _____
Richard G. Kraft, Mayor

ATTEST:

TOWNSHIP OF MENDHAM

Clerk

By: _____
Mayor