

**BOROUGH OF HILLSDALE****11078****RESOLUTION**  

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**Title: Authorize Interlocal Services Agreement for Joint Legal Services Between the Township of River Vale and the Borough of Hillsdale**

**THIS AGREEMENT**, effective as of the 21st day of December, 2010, by and between the TOWNSHIP OF RIVER VALE, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "RIVER VALE" located at 406 Rivervale Road, River Vale, New Jersey 07675, and the Borough of HILLSDALE, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "HILLSDALE."

**WITNESSETH:**

WHEREAS, N.J.S.A. 40:8A-1, et seq., known as the "INTERLOCAL SERVICES ACT", authorizes Interlocal service agreements between municipalities; and

WHEREAS, the parties hereto have agreed to jointly hire DeCotiis, Fitzpatrick & Cole, LLP ("Special Counsel") as special legal counsel pursuant to a Professional Services Agreement with regard to litigation matters pertaining to the Pascack Valley Regional High School District (the "Matter"); and

WHEREAS, the parties hereto have agreed to equally pay the legal fees associated with Special Counsel's provision of legal services for the Matter; and

WHEREAS, pursuant to N.J.S.A. 40:8A-1 et seq., the governing bodies of River Vale and Hillsdale have each adopted a Resolution approving the execution of the within Interlocal Services Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein set forth, it is agreed as follows:

1           **SERVICES:** River Vale has entered into a Professional Services Agreement with Special Counsel dated December 21, 2010. Pursuant to such agreement, Special Counsel shall perform such duties as outlined in the letter dated December 6, 2010 from Special Counsel to River Vale and Hillsdale.

2           **TERM:** This agreement shall be for a term of one (1) year, expiring December 31, 2011 and shall be renewed for additional one (1) year terms unless either party provides the other with thirty (30) days written notice of its intention to terminate. All obligations of each party to make payment through the date of termination shall remain.

3           **PAYMENT:**

A.           River Vale shall provide Hillsdale with copies of all bills from Special Counsel. Upon receipt of such bills, Hillsdale promptly shall pay to River Vale one- half of all amounts

billed by DeCotiis to River Vale for the Matter.

B. Hillsdale and River Vale shall consult and agree on any future expenditures above \$50,000 and agree on an equitable division of the payments therefore.

4 River Vale shall be named as an additional insured on Hillsdale's Liability insurance policy. Hillsdale also shall hold River Vale, its officials, officers, employees, agents, and assignees, harmless from and against any and all claims arising from the provision of services under this Agreement.

5 Any dispute arising under this Agreement shall be negotiated first between the River Vale Mayor and Hillsdale Mayor. The second step at a resolution shall be between both governing bodies of River Vale and Hillsdale. If un-resolved both parties shall have an option to dissolve this agreement, provided all payments through the date of dissolution have been paid in full.

6 This Agreement constitutes the entire understanding between the parties, and shall not be modified except in a writing approved and executed by each of the parties hereto.

IN WITNESS WHEREOF, the TOWNSHIP OF RIVE VALE and the BOROUGH OF HILLSDALE have caused this Agreement to be signed and sealed.

ATTEST:

TOWNSHIP OF RIVER VALE

Karen Padva, Clerk

By: \_\_\_\_\_

Joseph Blundo, Mayor

Dated: \_\_\_\_\_, 2011

ATTEST:

BOROUGH OF HILLSDALE

\_\_\_\_\_  
Robert P. Sandt, RMC  
Municipal Clerk

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Mayor Max Arnowitz

Council member	Motion	Second	Yes	No	Absent	Abstain
DeJoseph, Jonathan			X			
Frank, Douglas			X			
Giancarlo, Michael			X			
Hanlon, Marie		X	X			
Schiavone, Donna	X		X			

Weinstein, Andrew			X			
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Adopted: April 5, 2011

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Robert P. Sandt, RMC  
Municipal Clerk

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Mayor Max Arnowitz