

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Washington Township COUNTY: Morris

RECIPIENT: Washington Township Municipal Utilities Authority COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Township of Washington and Washington Township Municipal Utilities Authority desire to enter into a shared service agreement for the provision by the Township of lawn mowing and landscape management to the MUA.

EFFECTIVE DATE: April 1, 2014

EXPIRATION DATE: October 31, 2015

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

RESOLUTION OF THE TOWNSHIP OF WASHINGTON

Morris County, New Jersey

No. R-68-14

Date of Adoption: April 21, 2014

Title or Subject: AUTHORIZING SHARED SERVICE AGREEMENT FOR LAWN MOWING AND LANDSCAPE MANAGEMENT WITH WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY - 2014

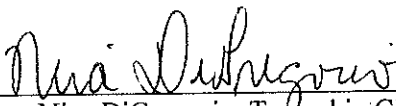
WHEREAS, the Township of Washington, County of Morris and the Washington Township Municipal Utilities Authority desire to enter into an shared services agreement for the provision by the Township of lawn mowing and landscape management to the MUA; and

WHEREAS, local units are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 -1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, in the County of Morris and State of New Jersey, as follows:

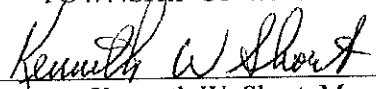
1. That the Mayor and Township Clerk are hereby authorized to execute the Shared Services Agreement between the Township of Washington, County of Morris, and the Washington Township Municipal Utilities Authority, for lawn mowing and landscape management services by the Department of Public Works for a term to commence April 1, 2014 and to terminate on October 31, 2015.
2. A copy of the Agreement is on file in the office of the Township Clerk for inspection by the public.
3. A copy of this Agreement shall be filed, for informational purposes, with the Department of Community Affairs, Division of Local Government Services, pursuant to rules and regulations promulgated by the Division.
4. This resolution shall take effect immediately.

ATTEST:



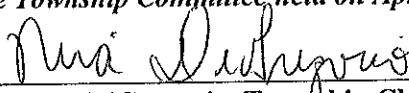
Nina DiGregorio, Township Clerk

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WASHINGTON

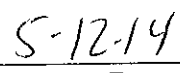


Kenneth W. Short, Mayor

I, Nina DiGregorio, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee held on April 21, 2014.



Nina DiGregorio, Township Clerk



Date

**INTERLOCAL SERVICES AGREEMENT FOR LAWN MOWING AND LANDSCAPE
MAINTENANCE
BETWEEN
THE TOWNSHIP OF WASHINGTON, MORRIS COUNTY
AND THE
WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, MORRIS COUNTY**

THIS AGREEMENT, made this ²¹ day of April 2014, by and between:

THE TOWNSHIP OF WASHINGTON, MORRIS COUNTY,
a municipal corporation of the State of New Jersey, with
offices at the Municipal Building, 43 Schooley's Mountain
Road, Long Valley, New Jersey 07853

(Hereinafter, "Washington")

and:

**THE WASHINGTON TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY, MORRIS COUNTY**, a municipal utility
authority of the State of New Jersey, with offices at the
Municipal Building, 46 E. Mill Rd., Long Valley, New Jersey
07853

(Hereinafter, "MUA")

WITNESSETH:

WHEREAS, MUA desires to contract with Washington for the furnishing of the services of the Department of Public Works to mow the grass at MUA properties and as hereafter set forth.

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

I. SCOPE OF SERVICES

1. Washington shall provide the services of the Department of Public Works for lawn mowing and landscape maintenance at the MUA properties at the Wastewater Treatment

Plant/Administrative Office at 46 East Mill Road weekly, the facility at 27 Pheasant Drive every other week and the facility at West Maple Avenue every other week for an estimated 28 weeks.

2. All employees involved in the lawn mowing and landscape maintenance shall remain the sole employees of Washington and Washington shall be responsible for the administration and payment of their salary and benefits and for their supervision.

3. The lawn mowing and landscape maintenance will be performed on a weekly or every other week basis during the period April 2014 through October 2014 and during the period April 2015 to October 2015.

II. TERM OF AGREEMENT

4. This Agreement shall commence on April 1, 2014 and terminate on October 31, 2015. Either party may terminate this Agreement prior to the expiration of the term upon 30 days' advance written notice to the other party and a pro-rata refund will be provided.

III. PAYMENT FOR SERVICES

5. MUA shall pay Washington the sum of \$2,800 for the period of April 1, 2014 through October 31, 2015. Said sum shall be paid to Washington upon submission of a voucher from Washington to MUA.

IV. AMENDMENT

6. Any amendments to this Agreement must be in writing, must specify the effective date of the amendment and must be executed by the proper executive officer of each entity, or his/her designated representative.

V. INDEMNIFICATION AND DEFENSE OF PERSONNEL

7. MUA shall not be liable for any negligent, reckless or intentional acts or omissions of Washington or its employees and Washington shall indemnify, defend and hold MUA harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of Washington or any of its employees rendering the services set forth in this agreement. Such indemnification shall include payment of reasonable attorney's

fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional act or omission.

8. Washington will cause MUA to be named as an additional insured on Washington O & E liability policy on a primary, non-contributory basis. Washington represents that its O & E coverage is included in its general liability coverage. It is recognized and understood that Washington and MUA each participates in a joint insurance fund (JIF). Washington and MUA each name each other as an additional insured on its general liability insurance policy. Washington will provide proof of automobile liability and workers compensation policies.

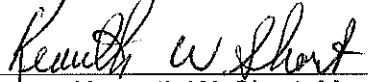
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:



Nina DiGregorio, Township Clerk

**TOWNSHIP OF WASHINGTON
COUNTY OF MORRIS**



Kenneth W. Short, Mayor

ATTEST:

**WASHINGTON TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**

