

JUL 12 2018

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: TOWNSHIP OF HARRISON COUNTY: GLOUCESTER

RECIPIENT: CITY OF GLOUCESTER COUNTY: CAMDEN

**BRIEF DESCRIPTION OF SERVICE:**

HARRISON TOWNSHIP WILL BE PROVIDE AND PERFORM MECHANICAL SERVICES TO FIRE APPARATUS VEHICLES  
(CITY OF GLOUCESTER'S EMERGENCY FLEET)

EFFECTIVE DATE: JULY 2, 2018

EXPIRATION DATE: FEBRUARY 28, 2023

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

State

JUL 12 2018

**RESOLUTION NO. 145-2018**

**RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF HARRISON, COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE CITY OF GLOUCESTER TO PROVIDE AND PERFORM MECHANICAL SERVICES TO FIRE APPARATUS VEHICLES**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits local units of this state to enter into a contract with any other governmental unit for shared services; and

**WHEREAS**, Harrison Township has agreed to provide and perform mechanical services to the City of Gloucester's fire apparatus vehicles pursuant to the terms and conditions set forth in the Shared Services Agreement attached hereto as Exhibit "A"; and

**WHEREAS**, such Agreements are encouraged by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Committee of the Township of Harrison, County of Gloucester, State of New Jersey, that:


1. The Mayor and Clerk of the Township of Harrison are hereby authorized to execute the Shared Services Agreement attached hereto with the City of Gloucester.
2. A copy of this Resolution and the Agreement shall be filed with the Commissioner of the Department of Community Affairs.

**ADOPTED** at a regular meeting of the Mayor and Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey held on July 2, 2018.

**TOWNSHIP OF HARRISON**

BY:   
**LOUIS F. MANZO, MAYOR**

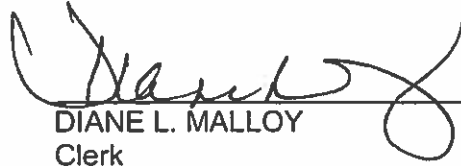
**ATTEST:**

  
**DIANE L. MALLOY**  
Clerk

ROLL CALL VOTE				
COMMITTEE MEMBER	AYES	NAYS	ABSTAIN	ABSENT
Manzo	✓			
DeLaurentis	✓			
Heim	✓			
Gangemi				✓
Jacques	✓			

**CERTIFICATION**

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Harrison, County of Gloucester, State of New Jersey, at a meeting held by the same on July 2, 2018 in the Harrison Township Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062.



DIANE L. MALLOY  
Clerk

**SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIP OF HARRISON  
AND THE CITY OF GLOUCESTER**

THIS AGREEMENT dated June 21, 2018 is made between the TOWNSHIP OF HARRISON (hereinafter "Harrison Township"), with principal offices located at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062, and the CITY OF GLOUCESTER (hereinafter "Gloucester City"), a municipal corporation of the State of New Jersey, with principal offices located at 512 Monmouth Street, Gloucester City, New Jersey 08030.

**WITNESSETH**

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., municipalities and other local units may enter into Shared Services Agreements with other governmental units by adoption of a Resolution therefore; and

**WHEREAS**, Township of Harrison and the City of Gloucester are local units as defined by N.J.S.A. 40A:65-3; and

**WHEREAS**, Township of Harrison and the City of Gloucester have concluded that the residents of their respective municipalities will benefit from the sharing of certain defined services, and

**WHEREAS**, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to this Agreement; and

**WHEREAS**, the proper and respective officials of the local units were authorized to execute this Shared Services Agreement pursuant to the adoption of Resolutions of their respective governing bodies.

**NOW, THEREFORE**, and in consideration of the mutual promise set forth herein, the parties hereto agrees as follows:

1. **PURPOSE**

The parties agree that this Agreement shall provide for the provision of time and materials (parts) for vehicle repair and maintenance services by the Township of Harrison's Public Works Department to Gloucester City fire apparatus vehicles.

2. **TERM**

The services to be furnished by this Agreement shall commence effective June 21, 2018. Pursuant to N.J.S.A. 40A:65-7a(4), this Agreement shall continue in effect until February 28, 2023, unless properly terminated beforehand by the parties as provided below. This Agreement may be extended for additional one (1) year terms upon the written agreement of both parties.

3. **PROVISION OF SERVICES**

a) The scheduling, hours and duties of the mechanics provided by Harrison Township shall be managed and supervised by the Municipal Superintendent of Public Works and/or his designee.

b) For purposes of this Agreement, any party performing services for or on behalf of the other party shall be deemed to be an agent and not an employee of the non-performing party. It is contemplated by this Agreement that Harrison Township is the party performing services for or on behalf of Gloucester City the non-performing party.

c) If any party performing any service contemplated by this Agreement utilizes the services of a private contractor to perform any or all of the services covered by this Agreement, such party shall be required to award the work to be performed by the private contractor in full accordance with the "Local Public Contracts Law", N.J.S.A. 40A:11-1, et seq.

d) This Agreement must be authorized via Resolution by the Committee of the Township of Harrison and the Committee of the City of Gloucester prior to the actual provision of the service(s) provided.

4. **COMPENSATION**

a) The parties hereto agree that the services described in Schedule "A" attached hereto shall be provided pursuant to the terms and conditions of this Agreement.

b) The performing party shall prepare and submit invoices setting forth services provided. In the case of an ongoing service, an invoice shall be prepared and submitted on a monthly basis.

c) All properly presented invoices shall be paid within thirty (30) days of submission.

d) The parties shall have the right and hereby authorize the Harrison Township Administrator to negotiate on a project-by-project basis for the provision of any service not described in Schedule "A". Any such negotiated agreement must be agreed upon in writing by the parties, and must be authorized and included in the current adopted budget and capital program.

e) Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and other documents as one necessary to fully disclose to the other party or its authorized representatives, upon auditor reviews, sufficient information to determine compliance with the Agreement or any applicable laws or regulations. Each party shall have the right to inspect these records upon reasonable notice to the other party pursuant to the Single Audit Act of 1984.

5. **INDEMNIFICATION AND COSTS**

a) Each party shall indemnify, hold harmless and defend the other party, its elected and appointed officials, employees, officers and agents against all liability, claims, suits, losses, damages, costs and demands on account of bodily injury, death or property damage, arising out of the indemnifying party's negligence or wrongful acts connected with the performance of and service authorized by this Agreement.

b) It is agreed between the parties that performing party's hourly cost of providing labor services shall include, but not be limited to salary, medical, dental, prescription insurance benefits, other wage related benefit costs such as FICA, pension, unemployment, workers compensation, and/or any other costs incurred by the performing party. As the employees will be on the performing party's payroll, all costs associated with said employees will be paid by the performing party's budget and shall not be the responsibility of Harrison Township.

6. **NOTICES**

All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested, to the following persons:

**AS TO TOWNSHIP OF HARRISON:**

Township of Harrison, Administrator, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062, with a copy to the Municipal Clerk

**AS TO CITY OF GLOUCESTER:**

City of Gloucester 512 Monmouth Street, Gloucester City, New Jersey 08030, with a copy to the Municipal Clerk

7. **ENTIRE AGREEMENT/AMENDMENTS**

The parties acknowledge and agree that this writing constitutes the only and entire Agreement between the parties and supersedes any prior written agreements, and shall be authorized by Resolution adopted by the respective Township Committee on behalf of Township of Harrison and the City of Gloucester.

8. **INTERPRETATION/CONSTRUCTION**

The parties agree that this Agreement was prepared under authority of the State of New Jersey and therefore shall be interpreted by the laws of this State.

9. **DISPUTE RESOLUTION**

Any dispute arising out of this Agreement shall be submitted for arbitration to the American Arbitration Association to be adjudicated pursuant to the rules and procedures of that organization. All decisions of the Arbitrators shall be binding upon the parties and may be docketed in any Court of competent jurisdiction as provided by Court Rule.

10. **ASSIGNMENT**

The rights, duties and obligations of this Agreement may not be assigned without either party's prior written consent.

11. **NON-WAIVER**

It is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either party shall not constitute a waiver of those provisions.

12. **SEVERABILITY**

If any provision or provisions of this Agreement is determined to be invalid or contrary to New Jersey law, only those provisions shall be struck and the remaining provisions of this Agreement shall survive.

13. **FUNDING**

This Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided by the performing party.

14. **FORCE MAJEUR**

In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strikes or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation provided a reasonable extension to complete the obligation or service.

15. **TERMINATION**

This Agreement shall expire on June 30, 2023, unless extended beyond or terminated before that date upon prior mutual agreement of the parties. This Agreement may be terminated by either party upon sixty (60) days prior written notice.

16. **INDEPENDENT PUBLIC AGENCIES**

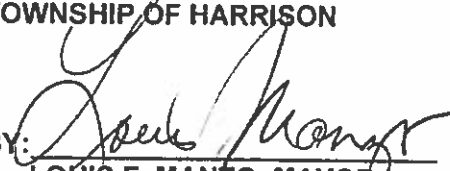
The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public agency, separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.

17. **PROPER AUTHORITY**


The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate resolution of each entity.

IN WITNESS WHEREOF, each party has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each party acknowledges that said execution has been duly authorized by a proper Resolution of the governing body.


TOWNSHIP OF HARRISON

BY:   
LOUIS F. MANZO, MAYOR

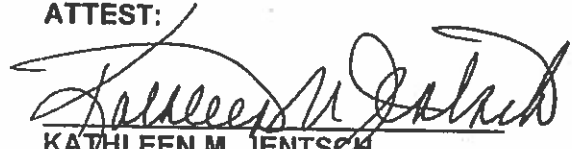
ATTEST:

  
DIANE L. MALLOY  
Clerk

CITY OF GLOUCESTER

BY:   
WILLIAM P. JAMES, MAYOR

ATTEST:

  
KATHLEEN M. JENTSCH  
Clerk



## SCHEDULE "A"

Provider: Township of Harrison  
Recipient: City Of Gloucester

### Labor Rate

\$70.00 per hour regular time and  
\$85.00 per hour for holiday or overtime. A minimum two (2) hour call-in time will be billed.

### Scope

1. Harrison Township will provide a qualified mechanic to perform mechanical services to the City of Gloucester's fire apparatus vehicles.
2. Requests for services must be in writing with a minimum of forty-eight (48) hour notice for preventive maintenance, and a minimum of twenty-four (24) hour notice for emergency repairs.
3. Harrison Township agrees to maintain the City of Gloucester's fire apparatus vehicles in a safe and effective manner utilizing standard mechanical practices.
4. The City of Gloucester shall pay all costs for parts, materials and/or services contracted to all outside vendors servicing City of Gloucester's fire apparatus.
5. The City of Gloucester agrees to comply with mechanical write-ups and/or "out-of-service" orders relating to any unsafe fire apparatus.
6. The City of Gloucester is required to open or keep in good standing accounts with the following vendors that the Township of Harrison's Public Works Department utilizes for repairs and maintenance of the City of Gloucester's fire apparatus. All purchases shall be charged to City of Gloucester.
  - a. TransAxle, 2501 NJ-73, Cinnaminson, NJ 08077, (856) 665-4445;
  - b. McMaster-Carr, 200 New Canton Way, Robbinsville, NJ 08691-2343, (609) 689-3000;
  - c. Craigs Radiator, 419 Delsea Drive, Sewell, NJ 08080 – (800) 532-0114;
  - d. Auto and Truck Parts of Deptford, 1725 Hurffville Road, Sewell, NJ 08080, (856) 232-7158;
  - e. Fleet Pride, 2020-A Delsea Drive, Sewell, NJ 08080, (856) 227-2330;
  - f. Joseph Fazzio, 2900 Glassboro-Crosskeys Road, Glassboro, NJ 08028, (856) 881-3185;
  - g. Excel Hydraulics, 152 Berkley Road, Clarksboro, NJ 08020, (856) 241-1145;
  - h. Fire Line Equipment, 4652 Division Hwy., East Earl, PA 17519, (717) 354-8106;
  - i. Emergency Equipment Sales, 119 Winterwood Avenue, Ewing Township, NJ 08638, (877) 377-8885;
  - j. Tags Auto Supply, Inc., 12 W. High Street, Glassboro, NJ 08028, (856) 881-4444