

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Union COUNTY: Union

RECIPIENT: Borough of Fanwood COUNTY: Union

BRIEF DESCRIPTION OF SERVICE:

The township provides a Qualified Purchasing Agent for payment. This agreement will expire in 2019.

EFFECTIVE DATE: Nov 1, 2016

EXPIRATION DATE: Oct 31, 2019

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.

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this “Agreement”) is made this ____ day of November, 2016, by and between the Borough of Fanwood, a municipal corporation of the State of New Jersey having an address of 74 North Martine Avenue, Fanwood, New Jersey 07023 (hereinafter referred to as “Fanwood”), and the Township of Union, a municipal corporation of the State of New Jersey having an address of 1976 Morris Avenue, New Jersey 07083 (hereinafter referred to as “Union”).

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act (the “Act”), N.J.S.A. 40A:65-1, et seq., permits, authorizes and encourages public bodies such as municipalities to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction, whether administrative, educational, instructional or otherwise; and

WHEREAS, there is a mutually beneficial opportunity to further improve the efficiency of Qualified Purchasing Agent services for Fanwood and Union (each a “Municipality” and collectively, the “Municipalities”), while protecting the health, safety and welfare of the municipal residents; and

WHEREAS, the Municipalities have determined it to be in their mutual best interests to provide for shared Qualified Purchasing Agent services (as defined below) with Union serving as the lead agency; and

WHEREAS, each Municipality has authorized the execution of this Agreement by duly adopted resolution of its respective governing body.

NOW, THEREFORE, in consideration of the premises and terms and conditions hereinafter set forth, the Municipalities hereby agree as follows:

1. Scope of Services.

(a) Union agrees to provide Fanwood with Qualified Purchasing Agent (“QPA”) Services in compliance with N.J.S.A. 40A:11-9 et seq. and N.J.A.C. 5:34-5.1 et seq. The QPA shall be the individual duly assigned the authority, responsibility and accountability for the purchasing activity of the contracting unit, and who possess a qualified purchasing agent certificate.

(b) All services to be performed under this Agreement, and as both parties mutually agree, shall be performed to the best skill and attention of Union’s QPA and in accordance with all applicable laws, rules, regulations and standards.

2. Recordkeeping. The Chief Financial Officer of Fanwood shall be responsible for maintaining all records of services performed by the QPA which shall be provided to Fanwood by the QPA. Fanwood shall maintain records of all QPA related ordinances and resolutions adopted.

3. Term of Agreement.

(a) This Agreement shall become effective upon duly adopted enactments of the Municipalities in accordance with the Act, and shall have a term of three years, commencing on November 1, 2016, and terminating on October 31, 2019. The Municipalities shall have the option to extend this Agreement for two consecutive terms of three years, upon duly adopted enactments of each Municipality. Unless otherwise amended in writing signed by both Municipalities, the terms and conditions of this Agreement shall govern and be in effect during any such duly authorized extension period(s).

(b) This Agreement may be terminated upon ninety days' written notice by either Municipality for any reason or no reason whatsoever. This Agreement may be terminated for cause by either Party, provided prior written Notice has been given to the defaulting Party and such Party fails to remedy such default within thirty (30) days after receipt of such Notice.

4. Compensation.

(a) Fanwood agrees to pay Union the sum of \$7,000 for the QPA Services provided by Union during the first year of the Agreement. Payments shall be in equal installments of \$1750.00 paid quarterly on the fifteenth (15th) day of November, February, May, and August.

(b) For any subsequent year during which this Agreement shall be in effect, the annual fee shall be increased by two (2%) percent.

5. Insurance; Indemnification. During the term of this Agreement, Fanwood shall maintain general liability insurance and any other applicable insurance to protect Union and Fanwood with respect to the services to be provided.

6. Indemnification. Each Party agrees that it shall defend, indemnify and save harmless the other Party, its officers, agents and employees and each and every one of them, against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs), resulting from the other Party's negligent performance of the Agreement or through any act or omission on the part of the Party or any of its officers, agents or employees in any manner related to the services provided under this Agreement.

7. Notices. All notices, reports, or other documents required by this Agreement shall be hand-delivered or mailed by certified mail, return receipt requested, as follows:

If to Fanwood:

74 North Martine Avenue
Fanwood, New Jersey 07023
Attention: Eleanor McGovern, Borough Administrator

If to Union:

1976 Morris Avenue
Union, New Jersey 07083
Attention: Ron Manzella, Township Administrator

8. No Assignment. This Agreement may not be assigned by either Municipality with the express written consent of the other Municipality.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the services contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

10. Governing Law. This Agreement shall be construed, interpreted and governed by the Laws of the State of New Jersey.

11. Validity. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the municipalities as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

12. Counterparts. This Agreement may be executed in several counterparts and by facsimile signatures, each of which shall be deemed an original but all of which shall constitute

one and the same instrument. Any party executing by facsimile signature shall provide original copies as soon as reasonably practicable.

13. Filing with DCA. The Parties shall cause this Agreement to be filed with the Division of Local Government Services of the New Jersey Department of Community Affairs for informational purposes pursuant to N. J.S.A. 40A:65-4.

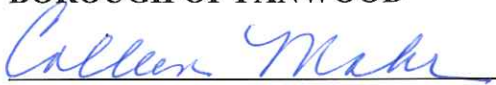
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and attested as of the day and year first written above.

ATTEST:



Eleanor McGovern, Borough Administrator

BOROUGH OF FANWOOD



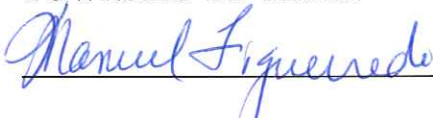
Colleen Mahr, Mayor

ATTEST:



Ron Manzella, Township Administrator

TOWNSHIP OF UNION



Manuel Figueiredo, Mayor