

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Logan COUNTY: Gloucester

RECIPIENT: Township of Greenwich COUNTY: Gloucester

BRIEF DESCRIPTION OF SERVICE:

Provision of a spare Rescue Apparatus

EFFECTIVE DATE: July 24, 2015

EXPIRATION DATE: October 26, 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.

**SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF LOGAN AND THE
TOWNSHIP OF GREENWICH**

THIS AGREEMENT dated July 21, 2015 is made between the TOWNSHIP OF LOGAN, Gloucester County, New Jersey ("Logan Township"), a municipal corporation of the State of New Jersey, with principal offices at 125 Main Street, Bridgeport, NJ 08014, and the TOWNSHIP OF GREENWICH, Gloucester County, New Jersey ("Greenwich Township") with principal offices at 420 Washington Street, Gibbstown, NJ 08027.

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, Logan Township and Greenwich Township are local units as defined by N.J.S.A. 40A:65-3; and

WHEREAS, Logan Township and Greenwich Township have concluded that the residents of both municipalities will benefit from the sharing of certain defined services and/or resources, and

WHEREAS, the parties hereto recognize that certain services and/or resources may be more efficiently provided by, and or in possession of, one of the parties to this Agreement; and

WHEREAS, the Township of Greenwich is in need of a fire/emergency first response rescue apparatus while their equipment is out of service for approximately thirty (30) days; and

WHEREAS, the Township of Logan maintains and possesses fire/emergency first response rescue apparatus which could be loaned to Greenwich Township without effecting the first response resources for Logan Township; 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 entities.

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 a sharing or receiving of certain services and/or equipment and resources, and for the compensation, more particularly described on Schedule "A" attached hereto.

2. **TERM**

The services to be furnished by this Agreement shall commence July 24, 2015. Pursuant to N.J.S.A. 40A:65-7a(4), this Agreement shall continue in effect for ninety (90) days from that date, unless properly terminated beforehand by the parties as provided below. This Agreement may be extended beyond the ninety (90) day term upon the written agreement of both parties.

PROVISION OF SERVICES

a) For purposes of this Agreement, any party performing services or supplying resources for or on behalf of the other party shall be deemed to be an agent of the non-performing party and said performing party shall have the full powers of performance, maintenance and repairs of the services or resources contracted for and the full powers to undertake any ancillary operations reasonably necessary or convenient to carry out its duties and obligations under this Agreement. However, no party hereto shall be liable for the cost of acquisition, construction or maintenance of any capital facility or equipment acquired by the performing party unless specifically provided for in this Agreement or any subsequent amendment hereto.

b) 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.

c) Any services to be provided under this Agreement must be authorized via Resolution by the Logan Township Council and the Greenwich Township Council, prior to the actual provision of the service provided.

3. **COMPENSATION**

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

b) The performing party shall prepare and submit invoices as applicable 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 sixty (60) days of submission.

d) In the event the non-performing party fails to make any payment within sixty (60) days of submission, the performing party shall serve a written notice of default on the non-performing party. If the non-performing party fails to cure such default within thirty (30)

days after receipt of notice, interest shall accrue at the rate of one and one-half percent (1-1/2%) per month on all outstanding amounts.

e) The parties shall have the right to negotiate on a project by project basis for the provision of any service or equipment 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.

f) 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.

4. **INDEMNIFICATION**

The Township of Greenwich party shall indemnify, hold harmless and defend the Township of Logan, 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 or connected with the performance of any service or supplied equipment authorized by this Agreement.

5. **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 LOGAN TOWNSHIP:

Township of Logan, Administrator, 125 Main Street, P.O. Box 314,
Bridgeport, New Jersey 08014-0314, with a copy to the Municipal Clerk

AS TO GREENWICH TOWNSHIP:

Township of Greenwich, Municipal Clerk, 420 Washington Street, Gibbstown, NJ
08027, with a copy to the Municipal Clerk

6. **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 Township Council on behalf of Logan Township and the Township Council on behalf of Greenwich Township.

7. **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.

8. **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.

ASSIGNMENT

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

9. **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.

10. **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.

11. **FUNDING**

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

12. **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.

13. **TERMINATION**

This Agreement shall expire on October 26, 2015, unless extended beyond or terminated before that date upon prior mutual agreement of the parties. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

14. **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.

15. **PROPERTY 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.

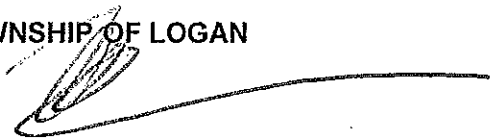
IN WITNESS WHEREOF, each party has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each party acknowledges that said execution has been duly authorized by a proper Resolution of the governing body.

ATTEST:



LINDA L. OSWALD, Clerk

Dated: JULY 31, 2015

TOWNSHIP OF LOGAN

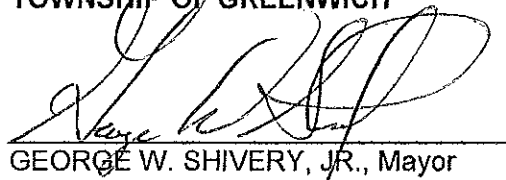

FRANK W. MINOR, Mayor

ATTEST:


LORI BIERMANN, Clerk

Dated: JULY 20, 2015

TOWNSHIP OF GREENWICH


GEORGE W. SHIVERY, JR., Mayor

SCHEDULE A
TO SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF LOGAN AND THE
TOWNSHIP OF GREENWICH

Provider: Logan Township.
Recipient: Greenwich Township
Service: Provision of a spare Rescue Apparatus for use by Greenwich Township

Fee: No charge/fee

Rescue 1828
Year Mfg: 1997
Make: Ford/Marion
Walk In Body with Command Area
Motor: Cummins C8.3-275
Transmission: Allison MD3060P
Vin: 1FDXN80E3VVA5384
No Pump or Water
AMPS Generator: 10KW
Telescopic Light Tower
2 Electric Cord Reels
2 Bottle MAKO Fill Station with 4 Bottle cascade system 6000 psi
1 Working Air Reel (Not Breathing Air)
12000 Lb Winch attached front bumper
1 Electric Hurst Pump with reel and hose
1 Set Spreaders and hoses
1 Combi Tool and hoses
3 Rams Sm, Med and LG
GVW: 33000 lbs
Mileage: Approx 25,000 miles

Description: Greenwich Township must place their rescue engine out of service for approximately thirty (30) days for repairs. Logan Township is in possession of a rescue engine no longer utilized by the Logan Township fire department and currently awaiting re-purposing and/or disposition.

Note: Greenwich Township agrees to take extraordinary care to safeguard the rescue engine provided under this Schedule. Greenwich Township agrees only to allow fully trained and authorized personnel to operate the rescue engine. Greenwich Township further agrees to indemnify Logan Township for any and all liabilities that may be incurred associated with the rescue engine during the time that it is in the possession of Greenwich Township and/or its agents or assigns.

Greenwich Township further agrees that any damage alleged by Logan Township to have been caused during the time the rescue engine was in the possession of Greenwich Township will be immediately repaired and the full amount of any repairs and associated costs will be paid by Greenwich Township.

RESOLUTION NO. 115 - 2015

**RESOLUTION BETWEEN THE TOWNSHIP OF
GREENWICH AND LOGAN TOWNSHIP FOR
USE OF A RESCUE ENGINE**

WHEREAS, during the storm of June 23, 2015, the Gibbstown Volunteer Fire Department's (GVFD) Rescue 2118 light tower was damaged; and

WHEREAS, the Chief of the GVFD has been informed Rescue 2118 will be out for repair for approximately thirty (30) days; and

WHEREAS, Logan Township has a Rescue Engine which is not currently in service and is available for the GVFD to use during this time; and

WHEREAS, it is in the best interest of the Township to enter into a Shared Services Agreement with Logan Township to utilize their Rescue Engine; and

WHEREAS, the Solicitor for the Township of Greenwich has reviewed and approved the form of agreement and recommended same, attached as Schedule A; and


NOW, THEREFORE, be it resolved by the Mayor and Council of the Township of Greenwich, County of Gloucester, State of New Jersey to approve the attached Agreement (Schedule A) and to authorize the Mayor and Municipal Clerk to execute such Agreements.

ADOPTED at a regular meeting of the Mayor and Council of the Township of Greenwich held on this 20th day of July, 2015.

ATTEST:


LORI L. BIERMANN,
Municipal Clerk

APPROVED:


GEORGE W. SHIVERY, JR.,
Mayor

RESOLUTION NO. 132-2015

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF LOGAN
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
WITH THE TOWNSHIP OF GREENWICH FOR THE PROVISION OF
ONE (1) 1997 FORD/MARION FIRE APPARATUS TRUCK**

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, the Township of Logan has agreed to provide one (1) 1997 Ford/Marion Fire Apparatus Truck to the Township of Greenwich pursuant to the terms and conditions set forth in the Shared Services Agreement effective July 24, 2015 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.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Logan, County of Gloucester, State of New Jersey, as follows:

1. The Mayor and Clerk of the Township of Logan are hereby authorized to execute the Shared Services Agreement dated effective July 24, 2015 with the Township of Greenwich, attached hereto as Exhibit "A".
2. A copy of this Resolution and the Agreement shall be filed with the Commissioner of the Department of Community Affairs.

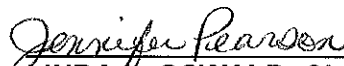
ADOPTED at a Regular Meeting of the Logan Township Council held July 21, 2015.

TOWNSHIP OF LOGAN



FRANK W. MINOR, Mayor

ATTEST:



~~LINDA L. OSWALD, Clerk~~
JENNIFER PEARSON
DEPUTY CLERK