

**SHARED SERVICES AGREEMENT BETWEEN THE CITY
OF WOODBURY AND THE TOWNSHIP OF WEST DEPTFORD
FOR THE USE OF WEST DEPTFORD'S STREET SWEEPER**

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement" or "Agreement"), dated this 5 day of May, 2014, by and between the CITY OF WOODBURY (hereinafter referred to as "Woodbury"), a body politic and corporate of the State of New Jersey, and the TOWNSHIP OF WEST DEPTFORD (hereinafter referred to as "West Deptford"), a body politic and corporate of the State of New Jersey, and;

RECITALS

WHEREAS, Woodbury's street sweeper is currently inoperable due to the need to replace the street sweeper's hopper; and

WEHREAS, Woodbury solicited bids for and awarded a contract for the purchase of a hopper at its April 22, 2014 meeting; and

WHEREAS, Woodbury is in need of the use of street sweeper during the period within which the hopper is manufactured and installed on Woodbury's street sweeper; and

WHEREAS, it is anticipated that Woodbury will need the use of West Deptford's street sweeper for two to three months approximately twice per week; and

WHEREAS, West Deptford has a street sweeper that they are willing to share with Woodbury; and

WHEREAS, *N.J.S.A. 40A:65-1, et seq.* specifically authorizes local government units, including, but not limited, to municipalities to enter into agreements for the provision of shared services; and

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, Woodbury and West Deptford hereby agree as follows:

AGREEMENT

1. **Use of Street Sweeper**: West Deptford shall make available to Woodbury West Deptford's street sweeper and an operator on an "as needed" basis subject to the availability of the street sweeper and a West Deptford operator.
2. **Maintenance, Storage and Insurance**: West Deptford shall be responsible for all maintenance, storage and insurance of its street sweeper. Woodbury shall be responsible for the fuel.

3. **Consideration.** Woodbury shall pay West Deptford the sum of four hundred (\$400.00) dollars per day for each day West Deptford provides the street sweeper and operator to Woodbury.
 4. **Term of Agreement.** This Agreement is terminable at any time by either party for any reason.
 5. **No Agency Relationship.** Neither Woodbury, nor West Deptford, intends by this Shared Services Agreement to create any agency relationship other than that which is specifically required by the Uniform Shared Services Consolidation Act, *N.J.S.A. 40A:65-1, et seq.*, for the limited purpose of the provision of the goods and/or services by West Deptford.
 6. **Compliance with Laws and Regulations.** Woodbury and West Deptford agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, statutes, ordinances, rules, regulations, and other governmental requirements, which may be applicable to the goods being supplied or, the services being performed, as described and set forth in this Shared Services Agreement.
 7. **Miscellaneous.**
 - a. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
 - b. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of, and shall be binding upon, Woodbury and West Deptford, and their respective successors and assigns.
 - c. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
 - d. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document, and all of which shall constitute but one and the same instrument.
 - e. **Prevention of Performance by West Deptford.** In the event that West Deptford is prevented from performing under this Shared Services Agreement by circumstances beyond its control, then any obligations owed by West Deptford to Woodbury hereunder shall be suspended without liability for the period during which West Deptford is so prevented.
 - f. **Entire Agreement.** This Shared Services Agreement sets forth all promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written, between the parties hereto.
 - g. **Further Assurances and Corrective Instruments.** The parties shall execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting and inadequate or incorrect description of the subject
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matter of this Shared Services Agreement, or correct any inconsistent or any ambiguous term hereof.

- h. **Headings.** The article section headings in this Shared Services Agreement are included herein for convenience of reference only, and are not intended to define or limit the scope of any provision of this said agreement.
- i. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this said agreement.
- j. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

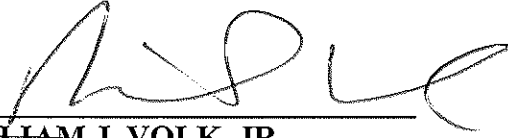
8. **Effective Date.** This Agreement shall be effective as of 5/1/14, 2014, which date shall be considered the commencement date of this Agreement.

ATTEST:

CITY OF WOODBURY



ROY A. DUFFIELD
City Clerk




WILLIAM J. VOLK, JR.
~~Mayor~~ Michael Theokas
City Administrator

[Seal]

ATTEST:

TOWNSHIP OF WEST DEPTFORD



AMY LESO,
Township Clerk



RAYMOND CHINTALL,
Mayor

[Seal]

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING ENTRY INTO A SHARED SERVICES AGREEMENT WITH THE CITY OF WOODBURY FOR THE USE OF WEST DEPTFORD'S STREET SWEEPER

WHEREAS, *N.J.S.A. 40A:65-1, et seq.* specifically authorizes local government units to enter into agreements for the provision of shared services; and

WHEREAS, the State of New Jersey has strongly encouraged municipalities to participate in shared service agreements in order to achieve financial and operational benefits as a result of economies of scale; and

WHEREAS, the City of Woodbury's street sweeper is currently inoperable and Woodbury needs the use of a street sweeper during the period within which its street sweeper is being repaired; and

WHEREAS, it is anticipated that Woodbury will need the use of West Deptford's street sweeper for two to three months approximately twice per week; and

WHEREAS, the Township has a street sweeper that it is willing to share with Woodbury on an "as needed" basis subject to the availability of the street sweeper and a West Deptford operator.

NOW THEREFORE BE IT RESOLVED, that the governing body of West Deptford Township pursuant to *N.J.S.A. 40A:65-1, et seq* hereby authorizes the Mayor, Raymond Chintall to execute the attached Shared Services Agreement between the City of Woodbury and the Township of West Deptford for the Use of West Deptford's Street Sweeper.

ADOPTED at the Meeting of the Township Committee of the Township of West Deptford held on May 1, 2014.

TOWNSHIP OF WEST DEPTFORD

By:


Raymond Chintall, Mayor

ATTEST:


AMY LESO, Township Clerk, RMC

RESOLUTION #14-88

RESOLUTION OF THE CITY OF WOODBURY APPROVING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF WEST DEPTFORD FOR THE USE OF A STREET SWEEPER

WHEREAS, the City of Woodbury's street sweeper is currently inoperable due to the need to replace the street sweeper's hopper; and

WHEREAS, the City of Woodbury has solicited bids for and anticipates awarding a contract for the purchase of a hopper at its April 22, 2014 meeting; and

WHEREAS, the City of Woodbury is in need of the use of street sweeper during the period within which the hopper is manufactured and installed on the City of Woodbury street sweeper; and

WHEREAS, the City of Woodbury has negotiated with the Township of West Deptford for a short term shared services agreement for the use of West Deptford's street sweeper; and

WHEREAS, the City of Woodbury would utilize the Township of West Deptford's street sweeper which would be operated by a West Deptford employee utilizing West Deptford insurance at a rate of \$400/day on an as needed, as available basis; and

WHEREAS, the City of Woodbury would provide fuel and anticipates using the street sweeper approximately twice per week until its street sweeper is repaired and operational;

WHEREAS, the City of Woodbury has determined that entering into a shared services agreement with the Township of West Deptford is the least expensive method of obtaining street sweeping capacity on a short term basis and in the best interest of the health, safety and welfare of the residents and visitors to the City of Woodbury.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that the Mayor and/or Administrator are hereby authorized to enter into a Shared Services Agreement for the temporary use of the Township of West Deptford's street sweeper consistent with the within resolution.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on April 22, 2014.

CITY OF WOODBURY

By:


WILLIAM H. FLEMING, JR.

President of Council

ATTEST:


ROY A. DUFFIELD, Clerk