

DIVISION OF LOCAL GOVERNMENT SERVICES  
SHARED SERVICES AGREEMENT  
COVER SHEET

PROVIDER: Tabernacle Township COUNTY: Burlington

RECIPIENT: Shamong Township COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

Shared Service Agreement to provide  
Truck Wash Bay service for Shamong  
Township AT Tabernacle EMS Building  
located at 134 New Road, Tabernacle, NJ 08088

EFFECTIVE DATE: 8/27/2018

EXPIRATION DATE: 8/27/2022

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.

**SHARED SERVICES AGREEMENT**

THIS AGREEMENT, is made the 27 day of August, 2018,  
BETWEEN The Township of Tabernacle, a municipal corporation of the State of New Jersey,  
having its principal offices located at 163 Carranza Road, Tabernacle, NJ 08088, hereinafter  
referred to as PROVIDER; and The Township of Shamong, having its principal offices located  
at 105 Willow Grove Road, Shamong, NJ 08088, hereinafter referred to as RECIPIENT;

WITNESSETH: That the PROVIDER and the RECIPIENT for the Considerations hereinafter  
named agree pursuant to the Uniform Shared Services & Consolidation Act (N.J.S.A. 40A:65-1  
et seq.) as follows:

**ARTICLE I – SCOPE OF SERVICES**

The PROVIDER shall permit the use of the PROVIDER's Truck Wash Bay to the  
RECIPIENT for purpose of washing motor vehicles and trucks owned by RECIPIENT on an  
as needed basis. Said Truck Wash Bay is located at the PROVIDER's Emergency Services  
Building located at 134 New Road, Tabernacle, NJ 08088.

**ARTICLE II-THE CONTRACT SUM**

The RECIPIENT shall pay the PROVIDER \$45.00 for each washing of a large truck (above  
20,000 GVW), grader, and / or front end loader, and \$15.00 for each washing of a small truck,  
mower, back hoe and / or any piece of small equipment and / or similar vehicles. Payments will  
be made no later than 30 days after PROVIDER submits a written invoice for such services.

**ARTICLE III-TIME OF COMPLETION**

The Term of this contract shall be for a period of four (4) years. Either party may terminate this  
agreement upon sixty (60) days written notice.

**ARTICLE IV-HOLD HARMLESS AND INDEMNIFICATION**

Each Party is a member of the Burlington County Joint Insurance Fund. To the extent that any  
claim for damages arises out of the performance hereunder which is covered by the insurance  
coverage provided by the Joint Insurance Fund, the Parties shall jointly seek, defense,  
indemnification and coverage. In all other matters, the Parties hereby mutually indemnify and  
hold each other, including their respective officers, employees, professionals and agents,  
harmless from and against any and all claims of whatever nature or type arising from its own  
acts, including those of its officers, employees, professionals and agents, so long as the actions  
upon which the demand or claim or assertion of liability are found to have been performed in the  
course of carrying out official duties on behalf of the Indemnifying party and were not beyond  
the scope of performing official duties or performed in bad faith, and did not constitute actual  
fraud, actual malice, willful misconduct or an intentional wrong or criminal act. Such

indemnification shall include but is not limited to the cost of legal defense and, if necessary, payment of reasonable fees and costs required to enforce these terms.

#### **ARTICLE V-RISK OF LOSS**

The **RECIPIENT** assumes the risk of any loss or damage to any of their vehicles or equipment resulting from the use of the Truck Wash Bay. The **RECIPIENT** shall bear all costs of repair and replacement irrespective of the cause of any loss or damage.

#### **ARTICLE VI-REGULATORY COMPLIANCE**

All washing shall be conducted indoors and in compliance with all applicable New Jersey Department of Environmental Protection (NJDEP) regulations.

#### **ARTICLE VII-METHODS**

All washing shall be performed by an employee of the **RECIPIENT** using water, detergent and machinery provided by the **PROVIDER**.

#### **ARTICLE VIII-SANITATION**

The **RECIPIENT** shall cause the Truck Wash Bay to be left in a clean condition free of any dirt, debris, grease and other material...

#### **ARTICLE IX-HOURS OF OPERATION**

The scheduling of all use shall be by mutual agreement. The Truck Wash Bay shall only be available during normal working hours (7am through 3:30 pm), Monday through Friday, except by special arrangement.

#### **ARTICLE X-COMMENCEMENT**

This Agreement shall commence following authorization by Resolutions of each of the Parties and upon the execution of this Agreement pursuant to the last signature hereon.

#### **ARTICLE XI-AGREEMENT BINDING**

This agreement shall be binding upon the **PROVIDER**, its successors and assigns and upon the **RECIPIENT**, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals:

**TABERNACLE TOWNSHIP**

ATTEST:

By: Lashawn R. Barber  
Tabernacle Township

By: Joseph W. Barton  
Joseph W. Barton, Mayor

**SHAMONG TOWNSHIP**

ATTEST:

By: Susan Donato  
Shamong Township

By: Michael DiCroce  
Michael DiCroce, Mayor

**TOWNSHIP OF TABERNACLE  
BURLINGTON COUNTY, NEW JERSEY**

**APPROVED**

**RESOLUTION 2018-95  
AUTHORIZING TABERNACLE TOWNSHIP  
TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
SHAMONG TOWNSHIP**

WHEREAS, the Tabernacle Township Committee recognizes the need to provide the residents of the Township with appropriate cost savings measures and the need to take advantage of opportunities to provide cost savings in the administration of local government services for the benefit of all residents; and

WHEREAS, Shamong Township has requested that the Township of Tabernacle allow Shamong Township to utilize the Tabernacle Truck Wash Bay; and

WHEREAS, Tabernacle Township and Shamong Township have negotiated the terms and conditions of an agreement for the provision of such services to Shamong Township by Tabernacle Township as detailed in the attached Shared Services Agreement; and

WHEREAS, the Township of Tabernacle evidences its desire to enter into such Agreement through passage of this resolution; and

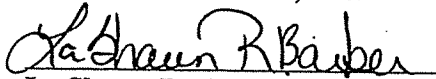
WHEREAS, the Municipalities are authorized by the "Shared Services Act", N.J.S.A. 40A:65-4, et seq. to enter into any contract for the joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

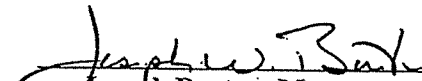
WHEREAS, the parties have agreed to participate in the Shared Services Agreement between the Municipalities and enter into the agreement establishing the respective rights and obligations of the parties regarding this Shared Services Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Township of Tabernacle that:

1. The attached Shared Services Agreement between Tabernacle Township and Shamong Township shall be effective according to its terms.
2. The Mayor of Tabernacle Township is hereby authorized to sign, seal, execute and witness/attest the Agreement.
3. The Mayor and Township Clerk are authorized to take any action necessary to implement the terms of the Shared Services Agreement.

DATE: AUGUST 27, 2018

  
La Shawn Barber, RMC/CMR  
Township Clerk

  
Joseph Barton, Mayor

**TOWNSHIP OF SHAMONG**

**RESOLUTION 2018R-76**

**AUTHORIZING FOUR YEAR EXTENSION OF A  
SHARED SERVICES AGREEMENT WITH THE TOWNSHIP  
OF TABERNACLE FOR USE OF TRUCK WASH BAY**

**WHEREAS**, pursuant to the Uniform Shared Services Act, *N.J.S.A. 40A:65-1 et seq.*, any municipality of the State may enter into a contract with any other municipality for the joint provision of any service that any party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, Shamong Township and Tabernacle Township entered into a four (4) year agreement dated October 27, 2014 for Shamong Township use of the truck wash bay – owned by Tabernacle Township, in an effort to achieve cost savings and benefits for both municipalities; and

**WHEREAS**, the Parties have found the Agreement to be successful and mutually beneficial in carrying out the municipalities' obligations under the requirements of *N.J.S.A. 40A:9-146, 26 et seq.*; and

**WHEREAS**, the Townships of Shamong and Tabernacle have determined this agreement is mutually beneficial and would like to renew the original agreement for an additional term by approving Resolutions of each of the Participating Municipalities.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Shamong, County of Burlington, State of New Jersey that Shamong Township, directs the Township Clerk to execute any required documents to extend the original agreement

for a period of four (4) years and provide a certified copy of this resolution to the Tabernacle  
Township Committee.

I certify that the foregoing Resolution was duly adopted at a regular meeting of the Township  
Committee of the Township of Shamong held on the 7<sup>th</sup> day of August 2018.

Joanne Robertson  
Joanne Robertson, Deputy Clerk