DIVISION OF LOCAL GOVERNMENT SERVICES SHARED SERVICES AGREEMENT COVER SHEET

PROVIDER:	Robbinsville Township	county: Mercer
RECIPIENT:	Allentown Borough	Monmouth
	RIPTION OF SERVICE: intenance and Equipment Services	
EFFECTIVE D	DATE: 1/1/19	
EXPIRATION	12/31/19	
	COST SAVINGS EVED OVER THE TERM OF THE AGREEMENT	varies - dependent upon work needed

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.





Mayor

David L. Fried

October 26, 2018

Council President

Ron Witt

Council Vice President
Christine Ciaccio

Township Council Vincent J. Calcagno Mike Cipriano Dan Schuberth

Township Administrator Joy Tozzi

Municipal Clerk
Michele Seigfried

Mr. Timothy Cunningham Division of Local Government Services P. O. Box 803

Trenton, New Jersey 08625-0803

Dear Mr. Cunningham:

Enclosed are the following:

 Resolution 2018-254, authorizing a shared services agreement with Allentown Borough for Automotive Services, the corresponding cover sheet, and the agreement.

The above resolution was approved by the Township Council of the Township of Robbinsville at a meeting held on October 25, 2018. The contracts for the above agreement is in the process of being signed by all parties.

Sincerely,

Michele Seigfried Municipal Clerk

M. Seigfried

enclosures

A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT FOR AUTOMOTIVE SERVICES BETWEEN THE BOROUGH OF ALLENTOWN AND THE TOWNSHIP OF ROBBINSVILLE

WHEREAS, the Borough of Allentown desires to contract with the Township of Robbinsville for the provision of automotive services to the Borough of Allentown for the period of January 1, 2019 to December 31, 2019; and

WHEREAS, the Township of Robbinsville has agreed to provide automotive services and salt and collection of brush to the Borough of Allentown at the following rates:

- a. Labor rate of \$65.00 per man hour
- b. 10% over Township of Robbinsville cost for all repair parts and sublet parts. No charge will be made for parts which are supplied by the Borough of Allentown.

WHEREAS, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, this agreement is in the best interest of the Township of Robbinsville.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Robbinsville, in the County of Mercer and State of New Jersey, that the Shared Services Agreement between the Borough of Allentown and the Township of Robbinsville for the provision of automotive services is authorized and accepted and the proper officials of the Township of Robbinsville are authorized to execute said agreement.

BE IT FURTHER RESOLVED that the agreement shall take effect upon the execution of agreement by the parties in accordance with N.J.S.A. 40A:65-5(c), et seq.

BE IT FURTHER RESOLVED that a copy of this resolution and agreement shall be forwarded to the Director of the Division of Local Government Services as per NJSA 40A:65-4 (3)b.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Chief Financial Officer, the Director of Public Works, and the Borough of Allentown.

I certify this to be a true copy of a resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on October 25, 2018.

Michele Seigfried, Municipal Clerk

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SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF ROBBINSVILLE AND THE BOROUGH OF ALLENTOWN

THIS SHARED SERVICE AGREEMENT is effective January 1, 2019, between the TOWNSHIP OF ROBBINSVILLE, a municipal corporation of the State of New Jersey, 2298 Route 33, Robbinsville, NJ, 08691, hereinafter referred to as "Township of Robbinsville" and THE BOROUGH OF ALLENTOWN, PO Box 487. Allentown, NJ 08501 hereinafter referred to as "Allentown Borough".

Witnesseth that:

Whereas, Allentown Borough desires to contract with the Township of Robbinsville for the provision of automotive repair & other services as specified for Allentown Borough; and,

Whereas, the Township of Robbinsville is agreeable to providing automotive repair services to Allentown Borough for a fee and certain specified conditions; and,

Whereas, the Township of Robbinsville will collect accumulated brush from Allentown Borough on an as-needed basis, and;

Whereas, the Township of Robbinsville will provide treated road salt for snow and ice control for Allentown Borough, and;

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 local unit for the joint provisions within their combined jurisdictions of any service which any party to the agreement is empowered to render within its jurisdiction; and

Whereas, the Township of Robbinsville and Allentown Borough have authorized and approved of this Agreement by resolution duly adopted pursuant to *N.J.S.A.* 40A:65-5 of the *Uniform Shared Services Consolidation Act*;

Now, Therefore, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

- 1. **Term.** This Agreement shall take effect January 1, 2019 and expire December 31, 2019.
- 2. **Scope of Services.** The Township of Robbinsville shall provide automotive services to Allentown Borough according to the terms and conditions set forth below:
 - a. No vehicle/equipment repair in excess of \$750.00 shall be made by the Township of Robbinsville unless specifically authorized by the designated Allentown Borough representative.

- b. Allentown Borough shall designate one (1) person and one (1) back up person to schedule and be responsible for authorization on all repairs.
- c. Minor emergency repairs, such as inoperative lighting, wiper blades, etc, will be performed on an immediate basis at the Township of Robbinsville facility, (DPW garage) during normal business hours.
- 3. Fees. The Township of Robbinsville shall charge Allentown Borough for automotive & other services as follows:
 - a. Labor rate of \$65.00 per man hour
 - b. 10% over Township of Robbinsville cost for all repair parts and sublet parts. No charge will be made for parts which are supplied by Allentown Borough.
 - c. No hourly labor rate charge will be made for courtesy inspections, such as oil level check, tire pressure check, bulb check / replacement, etc., unless work required performing said inspections exceeds 30 minutes.
 - d. The Township of Robbinsville will collect accumulated brush from the Allentown Borough sewer plant property, on an as-needed basis at a cost of \$65.00 per hour, per piece of equipment, (dump truck, trash truck, backhoe, wheel loader, includes operator) per piece and \$28.00 per hour for labor, per person shall be billed to Allentown Borough.
 - e. The Township of Robbinsville will provide treated road salt for snow and ice control for Allentown Borough at a cost of \$87.75 per ton. Allentown Borough or their authorized contractor will sign for picked up amount, per occurrence, at the Robbinsville Township Public Works Facility located at 56 Robbinsville-Allentown Rd. Once salt has been picked up by Allentown Borough Personnel, or their authorized contractor, any unused portion shall not be eligible for refund. Should Allentown Borough personnel or authorized contractor desire to off load any unused portion of salt, they may do so, however, NO CREDIT WILL BE GIVEN. Salt must be picked up at a convenient time to be agreed upon by Allentown Borough personnel and Robbinsville DPW Director or his designee.
 - f. Allentown Borough may continue to drop off electronic items and white goods items collected by Allentown Borough personnel or authorized contractor. The Township of Robbinsville is not currently incurring any costs for the collection and disposal of TV's & electronics, however, if there comes a time when the Township of Robbinsville begins incurring costs for such collection and disposal, then the parties shall amend this agreement to include reimbursements from Allentown Borough at the actual costs incurred by the Township of Robbinsville.
 - g. Allentown Borough shall be responsible for any payment of overtime costs incurred, and any materials, when necessary, for performing these services.
- 4. **Billing and Payment.** The Township of Robbinsville shall provide Allentown Borough with itemized monthly billings of all repair & service costs. Payment shall be due from Allentown Borough within 30 (thirty) days of the date of billing.

- 5. **Liability.** The Township of Robbinsville and Allentown Borough shall be responsible for acts of their own negligence consistent with the provisions of the *New Jersey Tort Claims Act, N.S.J.A.* 59:1-1 et seq., arising out of or related to performance of any activity under the terms of this Agreement.
- 6. Each party shall notify the other in writing sixty (60) days before expiration of this agreement if it desires to continue services and negotiate a new contract for the succeeding year.

IN WITNESS WHEREOF, parties of the Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

ATTEST: (Affix Seal)	TOWNSHIP OF ROBBINSVILLE
MICHELE SEIGFRIED, Township Clerk	DAVID FRIED, Mayor
ATTEST: (Affix Seal)	THE BOROUGH OF ALLENTOWN
LAURIE GAVIN, Fownship Clerk	GREG WESTFALL, Mayor