

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: CHERRY HILL TWP. COUNTY: CAMDEN

RECIPIENT: CHERRY HILL FIRE DIS. #13 COUNTY: CAMDEN

BRIEF DESCRIPTION OF SERVICE:

TOWNSHIP TO PROVIDE + SELL MOTOR VEHICLE
FUEL TO THE FIRE DISTRICT

EFFECTIVE DATE: 12/8/15

EXPIRATION DATE: 12/31/20

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 TO SHARE MOTOR VEHICLE FUEL
BETWEEN THE CHERRY HILL FIRE DISTRICT #13 AND THE TOWNSHIP
OF CHERRY HILL**

THIS AGREEMENT made this 8 day of DEC, 2015 shall be between **CHERRY HILL FIRE DISTRICT #13** (hereinafter "FIRE"), having its principal place of business located at 1100 Marlkrass Road, Cherry Hill, NJ 08003, and **CHERRY HILL TOWNSHIP** (hereinafter "TOWNSHIP"), located at 820 Mercer Street, Cherry Hill, NJ 08002.

WITNESSETH:

WHEREAS, N.J.S.A. 40A:65-1, et seq., the "Uniform Shared Services and Consolidation Act," authorizes contracts between local contracting units for shared services within their respective jurisdictions; and

WHEREAS, the governing bodies of TOWNSHIP and the FIRE DISTRICT deem it to be in the best interests of the people in the Township of Cherry Hill to enter into such an Agreement for the provision of motor vehicle fuel to the FIRE DISTRICT by the TOWNSHIP.

NOW, THEREFORE, for and in consideration of the mutual promises and Agreements hereinafter contained, the parties agree as follows:

Section 1. TOWNSHIP agrees to provide and sell motor vehicle fuel to the FIRE DISTRICT and FIRE DISTRICT agrees to purchase from TOWNSHIP motor vehicle fuel upon the following terms and conditions:

1. The cost of the fuel to the FIRE DISTRICT will be the price paid by the TOWNSHIP at the time of purchase under the State of New Jersey, Department of the Treasury, Division of Purchase and Property, "New Jersey Contract Fuel and Gas Prices," plus 3% per gallon surcharge for costs of fueling station permits, maintenance, repair, replacement (as necessary) and administration:
2. The fuel pumps are located at 1 Perina Boulevard, Cherry Hill, NJ and at the Cherry Hill Township Municipal Building, 820 Mercer Street, Cherry, Hill, NJ. The pumps are available 24 hours per day/seven days a week.
3. TOWNSHIP shall provide for each vehicle of the FIRE DISTRICT using said pumps a key fob assigned to each vehicle by the FIRE DISTRICT asset number. FIRE DISTRICT employees will utilize the station number 1300 to identify use by the .

4. TOWNSHIP shall bill the FIRE DISTRICT monthly and provide an electronic copy of gas usage summary report.
5. Nothing contained herein shall be deemed to require the FIRE DISTRICT to purchase its motor vehicle fuel from TOWNSHIP or to preclude the FIRE DISTRICT from purchasing motor vehicle fuel from other sources.

Section 2. FIRE DISTRICT shall remit payment to TOWNSHIP within thirty (30) days of receipt of the monthly bill.

Section 3. The term of this Agreement shall be for five (5) years from the date of execution hereof provided, however, that either party shall have the right to cancel the within Agreement upon thirty (30) days written notice to the other.

Section 4. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, TOWNSHIP has caused this Agreement to be duly executed by its Mayor and has caused its seal to be hereto affixed and attested to by the Township Clerk, and FIRE DISTRICT has caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:



Township Clerk

NANCY L. SAFFOS, RMC
MUNICIPAL CLERK
TOWNSHIP OF CHERRY HILL

TOWNSHIP OF CHERRY HILL

BY: 
Mayor

CHERRY HILL FIRE DISTRICT #13

BY: 
Hugh H. Gibson, IV
Chairman