

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Evesham Twp. Municipal Utilities Authority (EMUA) COUNTY: Burlington

RECIPIENT: Township of Evesham COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

Procurement, maintenance, storage and use of a street
sweeper.

EFFECTIVE DATE: March 4, 2015

EXPIRATION DATE: Agreement to remain in effect for the duration of
the useful life of the equipment.

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.

TOWNSHIP OF EVESHAM

RESOLUTION NO. 41-2015

**AUTHORIZING EXECUTION OF A SHARED SERVICES
AGREEMENT WITH THE EVESHAM TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY FOR THE PURCHASE, USE, MAINTENANCE AND STORAGE
OF A STREET SWEEPER**

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 for the joint provision of any service that any party to the agreement is empowered to render within its own jurisdiction; and

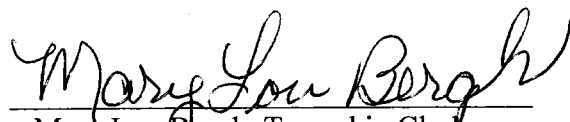
WHEREAS, the Authority and the Township have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Evesham Township to enter into a shared services agreement for the purchase, use, maintenance and storage of a street sweeper to aid with clean-up services following water main breaks and for municipal street and paved surface cleaning projects; and

WHEREAS, the parties have negotiated a form of Shared Service Agreement, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Evesham Township desires to enter into a Shared Services Agreement for these services with the Evesham Township Municipal Utilities Authority in an effort to reduce the costs to both entities and provide mutual benefits in performing these functions.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington and State of New Jersey that the Mayor and Township Clerk be and are hereby authorized to execute the Shared Services Agreement with the Evesham Township Municipal Utilities Authority for certain shared services involving the purchase, use, maintenance and storage of a street sweeper as set forth therein.

I HEREBY CERTIFY that the forgoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at its meeting held in the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 3, 2015.


Mary Lou Bergh, Township Clerk

| ROLL CALL VOTE | | | | | | |
|----------------|------------|----------|-----|-----|---------|--------|
| COUNCIL MEMBER | INTRODUCED | SECONDED | AYE | NAY | ABSTAIN | ABSENT |
| D'ANDREA | | | ✓ | | | |
| DIENNA | | ✓ | ✓ | | | |
| HACKMAN | ✓ | | ✓ | | | |
| ZEULI | | | ✓ | | | |
| MAYOR BROWN | | | | | ✓ | |

SHARED SERVICES AGREEMENT

by and between

THE EVESHAM TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

and

THE TOWNSHIP OF EVESHAM

This Shared Services Agreement is entered into by and between the Evesham Township Municipal Utilities Authority, a public body corporate and politic, with its principal office located at 984 Tuckerton Road, Evesham, New Jersey 08053, (hereinafter the "Authority"), and the Township of Evesham, with its administrative office located at 984 Tuckerton Road, Evesham New Jersey 08053 (hereinafter the "Township"); and

WHEREAS, the Authority and the Township have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Evesham Township, to enter into a shared services agreement for the purchase, use, maintenance and storage of a street sweeper to aid with clean up services following water main breaks, and for municipal street and paved surface cleaning projects; and

WHEREAS, the Authority and Township are empowered to provide the services described herein within their respective jurisdictions; and

WHEREAS, the Authority and the Township are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration in hand received, it is agreed as follows:

1. SPECIFIC SERVICES TO BE PERFORMED

1.01. The services to be shared under this Agreement (Shared Services") are for the procurement, maintenance, storage and use of a street sweeper.

1.02. The Authority shall be responsible for the procurement process of the street sweeper and in return, the Township shall be responsible for operation and storage of the vehicle. To the extent that the Authority requires the use of the vehicle following a water main break, the Township agrees to transport and operate the street sweeper for the Authority. In addition, the Township shall clean the parking lots and paved surfaces at the Authority's facilities at a minimum of four times per year. Should the Authority require the need of additional services, the Township shall comply with the request and make the street sweeper available.

2. STANDARDS; ALLOCATION OF RESPONSIBILITY

2.01. For the purposes of this Agreement, the Authority shall be considered the party performing the Shared Services, and the Township shall be considered the party on whose behalf the Shared Services are being performed.

3. ESTIMATED COST OF SERVICES

3.01. The total actual estimated cost for the Shared Services shall be deferred until completion of the proposal process. However, the Authority shall agree to be entirely responsible for the cost of purchasing the street sweeper. After awarding the contract to the winning bidder, the estimated cost for services shall be the amount set forth in the awarding bidder's proposal.

4. DURATION OF AGREEMENT

4.01. The term of this Agreement shall commence on the last date when this Agreement is executed by the parties below, and shall remain in effect for the duration of the useful life of the equipment.

5. PROCEDURE FOR PAYMENTS

5.01. All maintenance for the vehicle, which is subject to this Agreement, shall be the sole responsibility of the Township. Maintenance costs, including the costs of parts, ordinary and necessary repairs and maintenance as well as any extra-ordinary costs incurred in connection with the maintenance and operation of the subject vehicle, shall be the responsibility of the Township.

6. AGENCY

6.01. For the purposes of this Agreement, and in accordance with N.J.S.A. 40A: 65-7d, the Authority shall be considered the general agent of the Township. The Authority has full powers of performance of the Shared Services, and has full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Township, on whose behalf the Authority acts pursuant to this Agreement, except as the powers are limited by the terms of this Agreement.

7. MODIFICATIONS

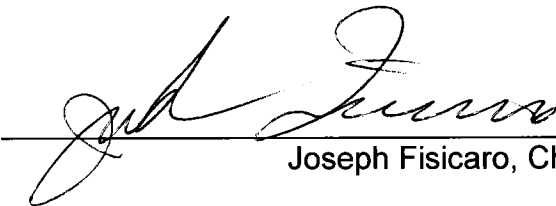
7.01. The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

8. RESOLUTION TO ENTER AGREEMENT


8.01. The parties acknowledge that the "Authority" is entering into this Agreement by the adoption of Resolution 2015-39, and the "Township" is entering into this Agreement by the adoption of Resolution 41-2015. This Agreement is contingent upon the adoption of all Resolutions by the respective parties.

IN WITNESS WHEREOF, the parties have below executed this Shared Services Agreement.

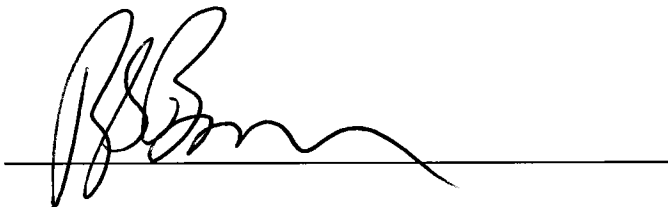
EVESHAM TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY

By: 
Joseph Fiscaro, Chairman

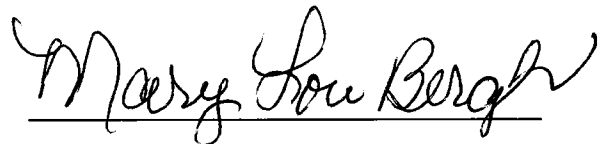
ATTEST:


Philip Wessner, Secretary

TOWNSHIP OF EVESHAM

By: 

ATTEST:



EVESHAM MUNICIPAL UTILITIES AUTHORITY

Resolution No. 2015 - 39

**RESOLUTION AUTHORIZING ENTRY INTO A
SHARED SERVICES AGREEMENT WITH
EVESHAM TOWNSHIP FOR THE PROCUREMENT, USE, MAINTENANCE AND
STORAGE OF A STREET SWEEPER**

WHEREAS, the Evesham Municipal Utilities Authority, (hereinafter, the "Authority"), has a responsibility to provide, among other things, safe, efficient, and affordable facilities and services to the residents of Evesham Township; and

WHEREAS, the Authority believes that the sharing of services and programs with other governmental entities and with neighboring municipalities, including Evesham Township (hereinafter, the "Township"), is consistent with the Authority's mission and responsibilities, and will assist the Authority and the governing body of Evesham Township in providing the ratepayers and the taxpayers of Evesham with quality and affordable services and facilities; and

WHEREAS, the Authority and the Township are desirous of implementing operational and administrative efficiencies and other benefits which may be derived from the sharing of services and the continued cooperation and coordination between the Authority and the Township; and

WHEREAS, the Authority and the Township have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Evesham Township, to enter into a shared services agreement for the purchase, use, maintenance and storage of a street sweeper to aid with clean up services following water main breaks, and for municipal street and paved surface cleaning projects

WHEREAS, it is desirable and appropriate for the Authority to enter into a Shared Services Agreement with the Township for this project;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Evesham Municipal Utilities Authority that:

1. The Authority hereby approves and directs that an appropriate Shared Services Agreement be entered into with Evesham Township which provides for the procurement, maintenance, storage and use of a street sweeper.


Dated: March 4, 2015

EVESHAM MUNICIPAL UTILITIES AUTHORITY

By:


Joseph Fisicaro, Chairman

Attest:


Philip Wessner, Secretary

This Resolution was adopted at a meeting of the Evesham Municipal Utilities Authority held on March 4, 2015.