

**DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET**

PROVIDER: Township of Robbinsville

COUNTY Mercer

RECIPIENT: Borough of Allentown

COUNTY Monmouth

BRIEF DESCRIPTION OF SERVICE:

Provide automotive and equipment repair, as needed, on Borough vehicles and equipment in Robbinsville shop.

EFFECTIVE DATE: 01/01/2013

EXPIRATION DATE: 12/31/2013

Please submit this cover sheet with shared service agreement either via e-mail 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 08625-803. Mailed correspondence should be sent to the attention of Shared Services

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

THIS SHARED SERVICE AGREEMENT is effective January 1, 2013, between the TOWNSHIP OF ROBBINSVILLE, a municipal corporation of the State of New Jersey, 1 Washington Blvd., 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 services for Allentown Borough's vehicles and equipment; 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 *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*;

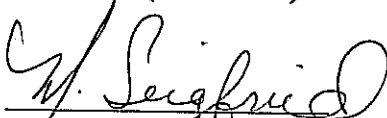
Now, Therefore, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

1. **Term.** This Agreement shall take effect January 1, 2013 and expire December 31, 2013.
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.

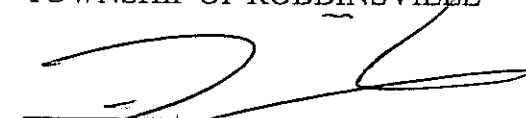
3. **Fees.** The Township of Robbinsville shall charge Allentown Borough for automotive services as follows:
 - a. Labor rate of \$50.00 per man hour
 - b. 10% over Township of Robbinsville cost for all repair parts and sublet parts.
No charge will be made for parts which are supplied by Allentown Borough.
4. **Billing and Payment.** The Township of Robbinsville shall provide Allentown Borough with itemized monthly billings of all repair 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.

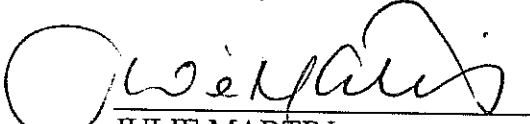
ATTEST: (Affix Seal)


MICHELE SEIGFRIED,
Township Clerk

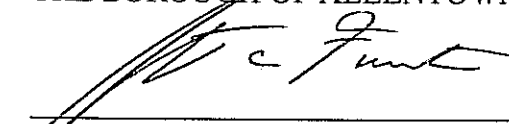
TOWNSHIP OF ROBBINSVILLE


DAVID FRIED, Mayor

ATTEST: (Affix Seal)


JULIE MARTIN,
Township Clerk

THE BOROUGH OF ALLENTOWN


STUART A. FIERSTEIN
Mayor