

**SHARED SERVICE AGREEMENT
FOR PURCHASE, USE, MAINTENANCE AND STORAGE
OF STREET SWEEPER**

This Agreement is entered into this 3rd day of September, 2013
between

BOROUGH OF TINTON FALLS, a Municipal Corporation of the State of New Jersey with offices located at 556 Tinton Avenue, Tinton Falls, New Jersey 07724

hereinafter referred to as "Tinton Falls";

And

BOROUGH OF EATONTOWN, a Municipal Corporation of the State of New Jersey, located at 47 Broad Street, Eatontown, New Jersey

hereinafter referred to as "Borough".

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq., Tinton Falls and Eatontown are desirous of entering into a Shared Service Agreement for the purchase, use, maintenance and storage of a street sweeper, with each municipality being entitled to use the street sweeper on a shared basis; and

WHEREAS, each of the municipalities are in need of the subject vehicle, and find it more economical to purchase the vehicle together, and agree to share in the responsibility of the continued use, maintenance and storage of said vehicle, as well as the shared use of the vehicle in the future.

NOW, THEREFORE, Tinton Falls and Eatontown agree as follows:

1. Eatontown shall seek bids under the Public Contract Law to purchase a 6 Wheel Single Engine Broom Street Sweeper with cleated belt-type conveyor (hereinafter referred to as "subject vehicle"), based on specifications prepared by Eatontown, and upon awarding the contract to the lowest, most qualified bidder, Tinton Falls shall prepare a purchase order for fifty percent (50%), not to exceed \$125,000.00, of the purchase price of the Street Sweeper and the Borough of Eatontown shall prepare a purchase order for fifty percent (50%), not to exceed \$125,000.00, of the purchase price, and both shall be distributed within twenty (20) days of the award of the contract or execution of this Agreement, whichever is last in time for the purchase of the Street Sweeper.

2. Eatontown agrees to continue the storage of the subject vehicle on property owned by Eatontown or such other location as may be deemed appropriate by Eatontown. All costs for the storage and maintenance of the subject vehicle by

Eatontown shall be equally divided between the parties, and Eatontown shall provide Tinton Falls with information and/or documentation to substantiate any costs of maintenance and storage so incurred.

3. All maintenance for the vehicle, which is subject to this Agreement, shall be managed by the Borough of Eatontown provided, however, that any maintenance costs in excess of \$5,000.00 per annum shall not be incurred without the prior consultation and consent of Tinton Falls. Maintenance costs, including the cost 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 in question, shall be subject to the same provisions.

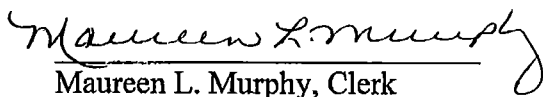
4. Eatontown and Tinton Falls shall continue to confer and agree upon the use of the subject vehicle, and agree to cooperate with regard to equalizing the use of this equipment to the best of the ability of the parties.

5. Eatontown agrees that it shall be responsible for maintaining all records in regard to the purchase of the subject vehicle in question, as well as any and all maintenance/repair records, and agrees to provide Tinton Falls with the cost of all such records within ten (10) days of the receipt of same by Eatontown.


6. The parties shall continue this Agreement for a period of three (3) years commencing September 3, 2013 and terminating September 3, 2016, in which case the parties will reconsider continuation of the Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals the day and year first above written.

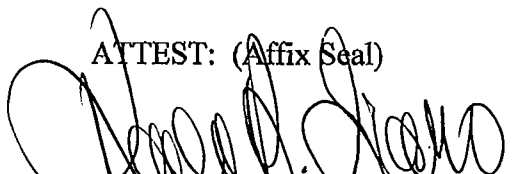
ATTEST: (Affix Seal)


Maureen L. Murphy, Clerk


BOROUGH OF TINTON FALLS


Michael Skudera, Mayor

ATTEST: (Affix Seal)


Karen Siano, Clerk

BOROUGH OF EATONTOWN


Gerald J. Tarantolo, Mayor

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR THE
 PURCHASE, MAINTENANCE, USE AND STORAGE OF A STREET SWEEPER WITH THE
 BOROUGH OF EATONTOWN**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (the "Act") permits units of local government to share services for particular purposes and to effectuate agreements for any services or circumstance that will aid and encourage a reduction of local expenses; and

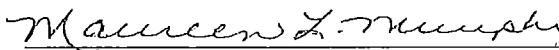
WHEREAS, each of the municipalities are in need of the subject vehicle, and find it more economical to purchase the vehicle together, and agree to share in the responsibility of the continued use, maintenance and storage of said vehicle, as well as the shared use of the vehicle in the future.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls that the Mayor and Borough Clerk are hereby authorized and directed to execute the Shared Services Agreement attached hereto and made part hereof with the Borough of Eatontown pursuant to the terms and conditions contained therein for a period of three (3) years.



GARY A. BALDWIN, COUNCIL PRESIDENT

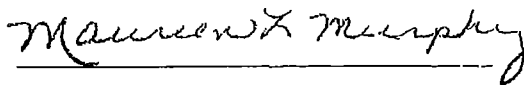
I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on September 3, 2013.



MAUREEN L. MURPHY, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S E N T
MS. FAMA		x	x			
MR. LARKIN					x	
MR. PAK	x		x			
MR. SCHERTZ					x	
MR. BALDWIN			x			

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on September 3, 2013.



Maureen L. Murphy, Borough Clerk