

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Chester Twp COUNTY: Morris
(mutual)
RECIPIENT: Mendham Boro COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Temporary Fleet Maintenance
Chester Twp / Mendham Boro

EFFECTIVE DATE: 4/1/13

EXPIRATION DATE: 9/1/13

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.

CONTRACT

SHARED SERVICE AGREEMENT FOR TEMPORARY FLEET MAINTENANCE SERVICES BETWEEN THE TOWNSHIP OF CHESTER AND THE BOROUGH OF MENDHAM

This Contract, effective April 1, 2013, is by and between the Township of Chester, 1 Parker Road, Chester, New Jersey 07930 ("Chester") and the Borough of Mendham, 2 West Main Street, Mendham, New Jersey 07945 ("Mendham").

Whereas, this Agreement is made pursuant to N.J.S.A. 40A:65-4 *et seq.* which authorizes municipalities to enter into shared services agreements; and

Whereas, the governing bodies of both Chester and Mendham have each duly adopted Resolutions authorizing this Agreement pursuant to N.J.S.A. 40A:65-5, which Resolutions are attached hereto; and

Whereas, the parties agree to a shared service agreement whereby the Township of Chester provides fleet vehicle maintenance services to the Borough of Mendham.


Now, therefore, in consideration of the mutual promises contained herein and for good and valuable consideration, the parties agree as follows:

1. Fleet maintenance will consist of all maintenance and repairs of the following but not limited to: All DPW equipment, Parks Equipment, Mendham Borough Police Vehicles, and Construction Code enforcement vehicle(s).
2. All fleet maintenance shall be performed at the same level as required by ASE certification. All maintenance work shall meet the industry standard (ASE) for repairs.
3. All maintenance shall be coordinated between DPW department heads and the Township of Chester's fleet maintenance foreman.
4. All fleet maintenance shall be charged at fifty dollars per hour (\$50.00).
5. In the event pick up or delivery is required by the Borough of Mendham the hourly rate of fifty dollars (\$50.00) per hour will apply.
6. All pickup and delivery of Borough equipment and vehicles shall be done by commercial licensed drivers (CDL) by either municipality.

7. In the event of a breakdown on the road, Township of Chester will make every effort to respond, and repair vehicle/equipment. If a response cannot be made, a towing service will be provided by the Borough of Mendham to the Township of Chester DPW.
8. The Township of Chester requires as much notice as possible for scheduling of repairs.
9. All replacement parts shall be purchased by the Borough of Mendham, through its vendors, and delivered to the Township of Chester DPW. Payment for parts charged to the Borough of Mendham shall be the sole responsibility of the Borough of Mendham.
10. In the event of a discrepancy in charged parts, returns, credits, or labor it shall be resolved by the two department heads of the DPW's.
11. In the process of fleet maintenance there shall be times when bulk oils and fluids, hardware, and other items normally stocked by the Township of Chester will be needed to facilitate repairs and shall be billed on an invoice for that specific equipment/vehicle.
12. Final payment due no longer than thirty (30) days after the invoice date.
13. The contract term shall begin on April 1, 2013 and will be for six (6) months. In the event that an extension is needed, written notice shall be given to the Township of Chester not less than thirty (30) days prior to the end of contract.
14. In the event of cancellation of contract prior to the end of term sixty (60) days written notice shall be given to the Township of Chester DPW.
15. In the event of a dispute of payment, every effort shall be made to resolve by the DPW department heads of both municipalities. If a resolution cannot be made, it will then be addressed by the Borough of Mendham Administrator and the Township of Chester's Administrator.
16. In the event that there is any discrepancy or dispute under this Agreement that can not be resolved by the municipalities, a mutually acceptable mediator shall resolve same.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Mendham hereby authorize the proposed shared service agreement with the Township of Chester.

ATTEST:



Carol Isemann
Clerk/Administrator

April 1, 2013



William Cogger
Mayor