

TOWNSHIP OF LUMBERTON

RESOLUTION 2016-078

**A RESOLUTION AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT
WITH THE TOWNSHIP OF HAINESPORT CONCERNING THE SHARING OF
VEHICLE MAINTENANCE SERVICES**

WHEREAS, the Township of Lumberton and the Township of Hainesport are municipalities located in the County of Burlington; and

WHEREAS, the Township of Lumberton has the technical and trained manpower to perform vehicle maintenance; and

WHEREAS, the Township of Hainesport from time to time is in need of vehicle maintenance for its Township vehicles but does not have the resources to perform such maintenance; and

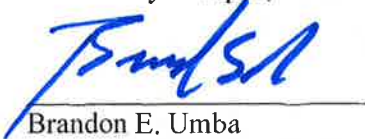
WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides the mechanism for local governments to enter into contracts for the joint provision of required services; and

WHEREAS, the Township of Lumberton and the Township of Hainesport wish to enter into this Shared Services Agreement, in accordance with its terms for a period of two years, until December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Lumberton, Burlington County, NJ that the Mayor and Municipal Clerk are hereby authorized to sign the Shared Services Agreement, annexed hereto together with the fee schedule, on behalf of the Township of Lumberton and that their signature constitutes acceptance of the terms and conditions of said agreement.

CERTIFICATION

I, Brandon E. Umba, Deputy Municipal Clerk, hereby certify that the foregoing resolution was duly adopted by the Township Committee at its Regular Business Meeting held on the 12th day of April, 2016.



Brandon E. Umba
Township Administrator/Deputy Municipal Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LUMBERTON
AND TOWNSHIP OF HAINESPORT**

THIS SHARED SERVICES AGREEMENT is made this 12 day of April, 2016, by and between the Township of Lumberton, having its municipal offices at 35 Municipal Drive, Lumberton, New Jersey, 08048, County of Burlington, and Township of Hainesport, having its municipal offices at One Hainesport Centre, Hainesport, NJ 08036.

Witnessed that:

WHEREAS, the Township of Hainesport desires to contract with the Township of Lumberton for the provision of vehicle maintenance for Township vehicles on an “as needed” basis; and

WHEREAS, the Township of Lumberton is agreeable to providing vehicle maintenance services to the Township of Hainesport, for a fee; 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 that any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the Township of Hainesport and the Township of Lumberton have authorized and approved of the Agreement by resolution duly adopted pursuant to N.J.S.A. 40A:65-1 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 place January 1, 2016 to December 31, 2017.
2. **Scope of Services and Fees.** The Township of Lumberton shall provide township vehicle maintenance services to the Township of Hainesport.
3. **Parts and Supplies.** The requesting municipality shall be solely responsible of providing any and all parts that are needed to perform the required repairs. In the event that the sending municipality fails to provide the required parts within a 48 hour period, the Township of Lumberton will provide the required part and charge the sending municipality for the cost of said part with an additional 20% handling fee.
4. **LABOR - \$60 PER HOUR**
ADDITIONAL PARTS- INVOICED PRICE FROM VENDOR.
5. **Billing and Payment.** The Township of Lumberton shall provide the requesting Townships with itemized billing of all costs. Payment shall be due within thirty (30) days of the date of billing.

6. **Liability.** The Township of Lumberton and Township of Hainesport shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A 59:1-1 et seq. arising out of or related to performance of any activity under the terms of this Agreement.
7. Each party shall provide the other in writing within sixty (60) days' notice of 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)



Brandon E. Umba,
Acting Township Clerk

Township of Lumberton



Sean Earlen,
Mayor

Township of Hainesport

Leo Selb, Jr., RMC
Township Clerk

Michael Dickinson,
Mayor