

THE COMMISSIONERS OF FIRE DISTRICT NO. 1
IN THE TOWNSHIP OF MANTUA, COUNTY OF GLOUCESTER

RESOLUTION # 2020-19

Approving and Authorizing Execution of Interlocal Agreement with Cinnaminson Fire
District No. 1

WHEREAS, Mechanic Services can be provided by the Mantua Township Fire District

WHEREAS, an agreement has been negotiated in this regard and the terms and
conditions of the agreement are in the best interest of the Fire District.

NOW, THEREFORE, be it RESOLVED by the Commissioners of Fire District No.
1 in the Township of Mantua, County of Gloucester, as follows:

- (1) The attached agreement is hereby approved and may be executed by the
appropriate Commissioners.
- (2) A copy of this Resolution shall be forwarded to the Cinnaminson Fire District
No. 1 upon adoption.

CERTIFICATION

I, Charles M Jones, Secretary of the Commissioners of Fire
District No. 1 in the Township of Mantua, County of Gloucester, hereby certify that the
foregoing resolution was duly adopted by the Commissioners at a meeting held on May
7, 2020.


Secretary

**SHARED SERVICES AGREEMENT BETWEEN THE MANTUA FIRE DISTRICT NO. 1
AND CINNAMINSON FIRE DISTRICT NO. 1 FOR THE MAINTENANCE OF
VEHICLES AND SMALL ENGINES OWNED AND OPERATED BY THE
CINNAMINSON FIRE DISTRICT NO. 1**

THIS AGREEMENT, made this 7th day of May, 2020 by and between the MANTUA FIRE DISTRICT NO. 1, in the Township of Mantua, County of Gloucester and State of New Jersey (hereinafter referred to as the "District") and the CINNAMINSON FIRE DISTRICT No. 1, County of Burlington and State of New Jersey (hereinafter referred to as "Cinnaminson").

WHEREAS, Cinnaminson, has a need to have vehicle and small engine maintenance, repair, upfitting, and outfitting services performed on vehicles and small engines owned and operated by Cinnaminson; and

WHEREAS, the District, through its Mechanic, can provide these services to Cinnaminson; and

WHEREAS, the District and Cinnaminson, desire to enter into this Shared Services Agreement for the District to provide vehicle and small engine maintenance, repair, upfitting, and outfitting services on the vehicles and small engines owned and operated by Cinnaminson; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. ("Shared Services Law") specifically authorizes local government units to enter into shared services agreements; and

WHEREAS, the parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law;

NOW, THEREFORE, in consideration of the foregoing recitations and the mutual covenants and promises hereinafter contained, the parties hereby agree as follows:

A. DESCRIPTION OF SERVICES

- (1) The District, through its Mechanic, shall provide maintenance, repair, upfitting, and outfitting services on the vehicles and any other small power equipment owned and operated by Cinnaminson and shall agree upon the specific procedures to enact providing these services.
- (2) The District shall provide written estimates to Cinnaminson for vehicle and small engine maintenance services and will invoice Cinnaminson the direct cost.
- (3) The District shall provide and estimated number of hours for vehicle and small engine maintenance, repair, upfitting, and outfitting services in advance of undertaking any work and will invoice Cinnaminson at the rate indicated in the attached rate schedule.
- (4) The District shall receive payment from Cinnaminson at the rate indicated on the attached schedule for providing these services. Cinnaminson shall submit a voucher for the District to receive payment.
- (5) This agreement shall be deemed effective after approval by Resolution by each of the entities and shall have a term of March 15, 2020 through December 31, 2022.

- (6) The terms and conditions set forth represent the entirety of the agreement between the parties.

B. TERMINATION

Either party may terminate this Agreement for any reason upon three (3) month's written notice or immediately upon declaring the other party in default under the provisions of this Agreement.

C. COMPLIANCE WITH LAWS AND REGULATIONS

The parties agree that they will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

D. MISCELLANEOUS

- (1) **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undeliakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the parties hereto.
- (2) **Supplements.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.
- (8) **Covenants and Conditions.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the parties, and neither the officers, agents or employees of the parties nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.
- (9) **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.
- (10) **Counterparts.** This Shared Services Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

E. EFFECTIVE DATE

This Shared Services Agreement shall be effective as of this 7th day of May, 2020, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Shared Services Agreement.

F. SIGNATURES

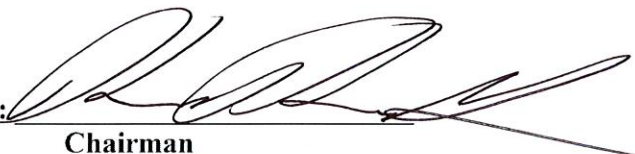
IN WITNESS WHEREOF each party has caused its authorized officials to sign and seal this Agreement the date first hereinbefore set forth.

ATTEST

MANTUA FIRE DISTRICT #1



Administrator

By: 

Chairman

ATTEST

CINNAMINSON FIRE DISTRICT #1



Administrator

By: 

Chairman

RATE SCHEDULE

EQUIPMENT	2020	2021	2022	2023
SMALL ENGINE	\$30.00	\$30.60	\$31.21	\$31.84
CARS	\$40.00	\$40.80	\$41.62	\$42.45
TRUCKS	\$75.00	\$76.50	\$78.03	\$79.59