

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

RESOLUTION # 2020-34

Approving and Authorizing Execution of Interlocal Agreement with Borough of
Swedesboro

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 Borough of Swedesboro 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 October 1, 2020.


Secretary

R-135-2020

**RESOLUTION OF THE BOROUGH OF SWEDESBORO
AUTHORIZING THE MAYOR OF SWEDESBORO TO SIGN A SHARED SERVICE
AGREEMENT BETWEEN MANTUA FIRE DISTRICT NO. 1 AND THE
BOROUGH OF SWEDESBORO FOR THE MAINTENANCE OF SMALL ENGINES
OWNED AND OPERATED BY THE BOROUGH OF SWEDESBORO**

WHEREAS, The Borough of Swedesboro, has a need to have vehicle and small engine maintenance, repair, unfitting, and outfitting services performed on vehicles and small engines owned and operated by the Borough of Swedesboro; and

WHEREAS, the Borough of Swedesboro desires to enter a Shared Service Agreement for maintenance, repair, unfitting, and outfitting services performed on vehicles and small engines with Mantua Fire District No. 1, in the Township of Mantua, County of Gloucester and State of New Jersey

WHEREAS, it is requested that the Mayor of the Borough of Swedesboro execute the attached Shared Service Agreement with Mantua Fire District No. 1,

WHEREAS, the attached agreement has been review and approval by the Solicitor; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Swedesboro that the Mayor be and is hereby authorized and directed to execute the Shared Service Agreement for maintenance, repair, unfitting, and outfitting services performed on vehicles and small engines with Mantua Fire District No. 1, in the Township of Mantua, County of Gloucester and State of New; and

ADOPTED at a regular meeting of the Council of the Borough of Swedesboro held on September 21, 2020.

BOROUGH OF SWEDESBORO

ATTEST:


Lois M. Elder, Clerk


Thomas W. Fromm, Mayor

CERTIFICATION

I do hereby certify that the foregoing is a true copy of the resolution adopted by the Borough Council of the Borough of Swedesboro, in the County of Gloucester, and State of New Jersey, at a meeting thereof held September 21, 2020.


Lois M. Elder, RMC, Clerk

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

THIS AGREEMENT, made this *21st* day of *September 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 Borough of Swedesboro, County of Gloucester and State of New Jersey (hereinafter referred to as "Swedesboro").

WHEREAS, Swedesboro, 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 the Borough of Swedesboro; and

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

WHEREAS, the District and Swedesboro, 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 the Borough of Swedesboro; 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 the Borough of Swedesboro and shall agree upon the specific procedures to enact providing these services.
- (2) The District shall provide written estimates to the Borough of Swedesboro for vehicle and small engine maintenance services and will invoice Swedesboro 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 the Borough of Swedesboro at the rate indicated in the attached rate schedule.

- (4) The District shall receive payment from the Borough of Swedesboro at the rate indicated on the attached schedule for providing these services. The Borough of Swedesboro 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 January 1, 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 undertakings 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.

Ifto MANTUA TOWNSHIP FIRE DISTRICT #1

Chairman. Board of Fire

Commissioners 155 E Union Ave.

Sewell. NJ 08080

- (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 *21st day of September 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 Service 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: 

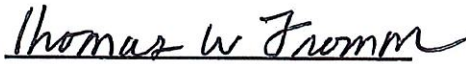
Chairman

ATTEST:

BOROUGH OF SWEDESBORO



Lois M. Elder, Borough Clerk

By: 

Thomas W, Fromm, Mayor

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