

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP  
OF CINNAMINSON AND CINNAMINSON FIRE DISTRICT #1**

**THIS AGREEMENT** is made on this 23rd day of May, 2011 by and between **THE TOWNSHIP OF CINNAMINSON**, a political subdivision of the State of New Jersey, whose address is 1621 Riverton Road, Cinnaminson, NJ 08077 (hereinafter referred to as "the Township"), and **THE CINNAMINSON FIRE DISTRICT #1**, a duly incorporated municipal fire district established under the laws of the State of New Jersey, whose address is 1621 Riverton Road, Cinnaminson, NJ 08077 (hereinafter referred to as "the District")(collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Township maintains gasoline and diesel fuel pumps and associated equipment and purchases fuel through a consortium providing a reduced fuel cost for municipal purposes; and

**WHEREAS**, the District utilizes this equipment for fueling District vehicles; and

**WHEREAS**, the Parties desire to formalize a relationship through a shared services agreement; and

**WHEREAS**, N.J.S.A. § 40A:65-1 et seq, the Uniform Shared Services and Consolidation Act authorizes the municipalities to enter into shared services agreements to accomplish any function which either unit could perform on its own in an effort to reduce local expenses funded by property taxpayers; and

**WHEREAS**, the Township has authorized the execution of this Agreement through a Resolution passed by its Township Committee and attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the District has authorized the execution of this Agreement through a Resolution passed by its Board of Commissioners and attached hereto as Exhibit B and incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**1. CONTROLLING LAW** - This Agreement is governed by the provisions of N.J.S.A. § 40A:65-1 *et seq.*, the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.

**2. SCOPE OF WORK** - The District is authorized to purchase gasoline and diesel fuel from the Township utilizing the equipment owned and maintained by the Township according to procedures established by the Township.

**3. USE OF LABOR/ASSIGNMENT OF RESPONSIBILITY** - Both Parties shall provided their own employees to perform this Scope of Work.

**4. EMPLOYMENT RECONCILIATION PLAN** -No layoffs are anticipated by this Agreement.

**5. DESIGNATION OF PRIMARY EMPLOYER** - Each Party shall continue to maintain their own employees. Neither Party shall serve as lead agency in this Agreement. As such, neither Party shall be designated as Primary Employer.

**6. TERM OF AGREEMENT/RIGHT TO TERMINATE** - This Agreement shall remain in full force and effect for a term of three (3) years from January 1, 2011 through December 31, 2013. The Agreement shall automatically renew unless it is formally cancelled by either party. Either party may terminate the contract, for any reason, upon 60 days written notice to the other Party. The Parties reserves the right to cancel this Agreement immediately in the event that the state or county laws or regulations change making this Agreement legally impractical or impermissible.

**7. COMPENSATION** - The fuel rate shall be the adjustable rate of fuel paid by the Township plus a ten cent per gallon (\$0.10/gallon) administrative fee. The District shall be billed not less frequently than quarterly with the bill being presented by the 15<sup>th</sup> of the subsequent month. The bill will include a breakdown of the fuel (gasoline and/or diesel) and administration fee.

**8. INSURANCE** - each Party shall maintain own general liability, auto and workers compensation insurance.

**9. INDEMNIFICATION** - By using this equipment, each party, its officers, officials, agents and/or employees, their heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless the other party, its officers, officials, agents and/or employees, their heirs, assigns, personal representatives and next of kin, if any, for the use of the fuel equipment, with respect to any and all injury, disability, death or loss or damage to person or property associated with the use of the fuel equipment provided, whether such injury, loss or damage arises from the negligence of the

party or otherwise, whether the result of vandalism, theft or Acts of God, to the fullest extent permitted by law.

**10. DISPUTE RESOLUTION** - In the event of any dispute to this Agreement, the Parties shall resolve such difference by subsequent negotiation or mediation before any action may be filed in Superior Court. The first attempt of negotiation shall be between the Cinnaminson Township Administrator and the Fire District Administrator. The second step shall be between a representative of the governing body and an Fire District Commissioner designated by the District. Any proposed resolutions must be approved by the parties.

**11. NOTICES** - Notices hereunder shall be given to the Parties set forth above and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice the time shall be calculated from actual receipt of the notice. Time shall run only on business days which, for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday.

**12. ENTIRE AGREEMENT** - This Agreement is the entire Agreement and may only be modified by a written addendum authorized and entered into by Resolutions enacted by both Parties.

**IN WITNESS WHEREOF**, the undersigned have set their hand and seal the day and year first above written.

Witness/Attest:

TOWNSHIP OF CINNAMINSON

By: Pamela McCartney  
Pamela McCartney, Clerk

By: Kathleen M. Fitzpatrick  
Kathleen M. Fitzpatrick, Mayor

Witness/Attest:

CINNAMINSON TOWNSHIP FIRE.  
DISTRICT

J. Dietrick  
Jean Dietrick, Admin/Bus. Mgr

By: Robert M. Steel  
Robert Steel, Chairman