

SHARED SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 17th day of September 2009 by and between the BOROUGH OF MAYWOOD, a Municipal Corporation of the State of New Jersey, having offices at 15 Park Avenue, Maywood, New Jersey 07607 (hereinafter referred to as "Maywood", and the Borough of Lodi, a Municipal Corporation of the State of New Jersey, having offices at One Memorial Drive, Lodi, New Jersey 07644 (hereinafter referred to as "Lodi")

WITNESSETH:

WHEREAS, N.J.S.A. 40A:65-1 *et seq.*, the "Uniform Shared Services and Consolidation Act," authorizes contracts between municipalities for the joint provision of services within their respective jurisdictions; and

WHEREAS, the Borough of Maywood has recently purchased a new street sweeper; and

WHEREAS, the Borough of Lodi is in need of street sweeping services and has requested the Borough of Maywood to share the use of its street sweeper; and

WHEREAS, the Borough of Maywood has offered to provide the equipment and labor to sweep Lodi's streets one week per month Monday through Friday, for a monthly fee payable to Maywood, together with the cost of labor and fuel, as more particularly set forth in the shared service agreement authorized hereunder; and

WHEREAS, the governing bodies of the Borough of Maywood and the Borough of Lodi deem it to be in the best interests of the people in their respective communities to enter into such a shared services agreement for street sweeping services;

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

1. Maywood shall furnish to Lodi a street sweeper and shall provide the labor to sweep the public streets within Lodi.
2. Maywood shall furnish such street sweeping services to Lodi during one week per month, 35 hours per week, Monday through Friday.
3. Lodi shall pay Maywood for such street sweeping services the sum of \$ 418.00 per month, together with the cost of labor for the street sweeper operator for one week per month, including salary, benefits, health insurance, employer's pension contributions and other employer contributions.
4. In addition to the payments referred to in paragraph 3 above, Lodi shall be responsible to fill the street sweeper's fuel tank at the end of each week during which

the street sweeper is used by Lodi and to pay for the cost of fuel used during each such week. Maywood shall provide the street sweeper with a full fuel tank at the beginning of each such week.

5. Lodi shall also be responsible to reimburse Maywood for 25% of the repair and maintenance costs incurred in connection with the street sweeper during the term of this Agreement.

5. Lodi shall agree to indemnify and hold harmless Maywood from any and all claims or liability for personal injuries or property damage arising by reason of providing the street sweeping services hereunder, including costs of suit and reasonable attorneys fees.

6. This agreement shall commence as of the first full month following the adoption of appropriate resolutions by both Lodi and Maywood and execution of this Agreement by both parties and, unless sooner terminated, shall have a term of ten years.

7. Either party may terminate this agreement upon one month's notice in writing to the other. All notices required hereunder shall be addressed to the parties at the address noticed above and may be served by regular mail, certified mail, personally delivered or by facsimile.

8. Maywood shall bill Lodi on a monthly basis for services performed during the preceding month.

9. Lodi shall process and pay all invoices received from Maywood for such services within 30 days following receipt of such invoice.

10. Lodi shall be solely responsible to prepare and submit, if and as required by law, an employment reconciliation plan pursuant to N.J.S.A. 40A:65-11. Maywood is not subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes and no employee of Lodi will be transferred to Maywood under this Agreement.


11. This Agreement represents the full agreement between the parties. This Agreement may only be modified in writing signed by both parties.

12. A copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, in accordance with law.

IN WITNESS WHEREOF, the parties have set their hands and seals.


ATTEST:

BOROUGH OF LODI



Debra A. Cannizzo
Debra A. Cannizzo, Clerk

Tony Luna
By: Tony Luna, Manager



Jean Pelligra
Jean Pelligra, Borough Clerk

BOROUGH OF MAYWOOD

Timothy J. Eustace
By: Timothy J. Eustace, Mayor

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