

**SHARED SERVICE AGREEMENT BY AND BETWEEN THE BOROUGH OF
AUDUBON PARK AND THE TOWNSHIP OF HADDON, COUNTY OF
CAMDEN, STATE OF NEW JERSEY, RELATIVE TO THE DUTIES OF LAWN
MAINTENANCE FOR THE BOROUGH OF AUDUBON PARK**

THIS DOCUMENT constitutes an Uniform Shared Services Agreement pursuant to N.J.S.A. 40:65 -1 et seq. entered into by and between the BOROUGH OF AUDUBON PARK, a body politic and corporate of the State of New Jersey with offices located at 2 Road C, Audubon Park, New Jersey, 08106 (Audubon Park), and the Township of Haddon, a body politic and corporate of the State of New Jersey with offices located at 135 Haddon Avenue, Westmont, New Jersey, 08108 (Haddon Township). The date of this agreement is the 1st day of January, 2024.

WITNESSETH

WHEREAS, the Borough of Audubon Park (hereinafter "Audubon Park") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Township of Haddon (hereinafter "Haddon") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, Audubon Park and Haddon wish to enter into an Agreement for the activities relating to lawn maintenance for the Borough of Audubon Park; and

WHEREAS, by negotiations previously had between Haddon and Audubon Park, the terms and conditions of this agreement; and

WHEREAS, the proper and respective public officials are or will be authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective governing bodies, attached hereto and made part of this agreement;

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. SCOPE

1.1 The Township of Haddon will provide the following services to the Borough of Audubon Park

- Lawn Maintenance to include grass cutting, edging and weed whacking.

1.2 At a time agreed upon by both parties, the Township of Haddon will provide all equipment and labor during normal working hours of 7:30 A.M. to 3:30 P.M.

2. **TERM**

The services to be furnished hereunder shall commence on January 1, 2024 and ending at midnight on December 31, 2026. This agreement may be extended by mutual agreement, in writing, of both parties.

3. **PAYMENT**

The Borough of Audubon Park agrees to pay Haddon the following rate schedule:

\$30,000.00 annually to perform these duties, from April thru September.

Payment will be made quarterly in the amount of \$7,500.00.

4. **AUDIT**

Pursuant to the Single Audit act of 1984, Haddon and Audubon Park agree to allow each other's agents to examine any and all records relevant to this agreement and shall make available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this agreement.

5. **INDEMNIFICATION**

Haddon and Audubon Park shall indemnify and hold each other harmless and defend each other, its elected officials, employees, Township Engineer, Project Engineer, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the services under this agreement.

The execution and delivery of this agreement shall not be construed to confer any right of action against either municipality on behalf of the other or on behalf of any other person, natural or otherwise, for any failure, neglect or breach of any term, covenant or condition thereof. The agreement and all of its terms, conditions and provisions are solely for the benefit of Haddon and Audubon Park, and it is understood and agrees between parties hereto that the sole remedy of either Haddon or Audubon Park in the event of any failure or breach of this agreement shall be the termination hereto.

6. **NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Township of Haddon to the Township Clerk, 135 Haddon Avenue, Westmont, New Jersey, 08108 and for the Borough of Audubon Park to the Borough Clerk, 2 Road C, Audubon Park, New Jersey, 08106

7. MISCELLANEOUS

The following provisions shall apply to this agreement:

a. Construction of this agreement

The parties acknowledge that this agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of the State.

b. Amendments

This agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. Headings

This section and any other headings contained in this agreement are for references only and shall not affect the meaning and interpretation of this agreement.

d. Interpretation

Any questions regarding proper interpretation of the terms of this agreement shall be submitted by the Municipal Administrator of the Provider, to the Municipal Attorney of the Provider and Recipient respectively, for interpretation. Absent a unanimous opinion, the matter shall be referred to a single arbitrator for binding arbitration. The cost of arbitration shall be borne equally between the Provider and Recipient.

e. Remedy

It is understood that the sole remedy for breach of contract is termination under the termination clause. No monetary damages or back charges may be deemed or granted in any dispute over the administration of this contract except as may otherwise be provided for in this agreement.

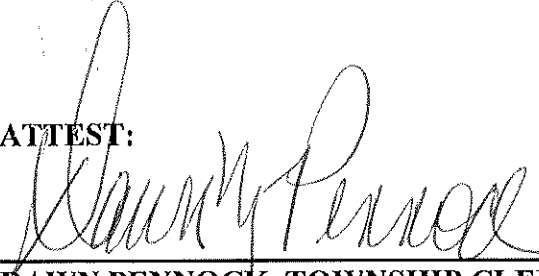
IN WITNESS WHEREOF, the appropriate elected officials of the Township of Haddon and the Borough of Audubon Park have placed their signatures and appropriate seals on this 23 day of April, 2024.

THE TOWNSHIP OF HADDON

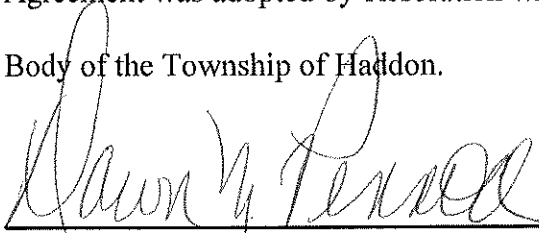
BY: 

RANDALL W. TEAGUE, MAYOR

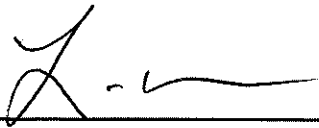
ATTEST:


DAWN PENNOCK, TOWNSHIP CLERK

I, DAWN PENNOCK, Township Clerk for the Township of Haddon, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Township of Haddon, at a meeting of said Township of Haddon on the 23 day of April, 2024 and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Governing Body of the Township of Haddon.


DAWN PENNOCK, TOWNSHIP CLERK

BOROUGH OF AUDUBON PARK

BY: 

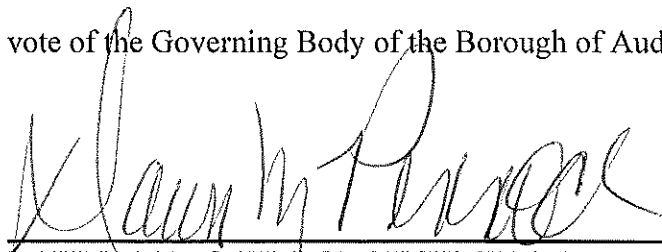
LAWRENCE PENNOCK, MAYOR

ATTEST:



DAWN PENNOCK, BOROUGH CLERK

I, **DAWN PENNOCK**, Borough Clerk of the Borough of Audubon Park, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough of Audubon Park, at a meeting of said Borough of Audubon Park on the 15th day of April, 2024, and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Governing Body of the Borough of Audubon Park.



DAWN PENNOCK, BOROUGH CLERK