

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: ATLANTIC COUNTY UTILITIES AUTHORITY COUNTY: ATLANTIC

RECIPIENT: TOWNSHIP OF EGG HARBOR COUNTY: ATLANTIC

BRIEF DESCRIPTION OF SERVICE:

GRASS CUTTING SERVICES

EFFECTIVE DATE: JANUARY 1, 2015

EXPIRATION DATE: JANUARY 31, 2016

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICES AGREEMENT BETWEEN
THE TOWNSHIP OF EGG HARBOR
AND
ATLANTIC COUNTY UTILITIES AUTHORITY
FOR GRASS CUTTING SERVICES**

This Agreement, made as of this 15th day of January, 2015 by and between THE TOWNSHIP OF EGG HARBOR, a municipal corporation of the State of New Jersey with principal offices located at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234 (hereafter, the **TOWNSHIP**) and the Atlantic County Utilities Authority with offices located 6700 Delilah Road, Egg Harbor Township, New Jersey 08234 and a mailing address of PO Box 996, Pleasantville, New Jersey 08232-0996 (hereafter, the **AUTHORITY**),

WITNESSETH:

WHEREAS, the **AUTHORITY** has a need for grass cutting services at the Pinelands Park Landfill; and

WHEREAS, N.J.S.A 40a:11-5(2) empowers municipalities and utilities authorities to enter into contracts for said services without competitive bidding;

WHEREAS, the **TOWNSHIP** and the **AUTHORITY**, wish to enter an agreement pursuant to which the **TOWNSHIP** will provide grass cutting services as set forth below;

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1 The **TOWNSHIP** will provide all labor and equipment necessary to perform grass cutting services at the Pinelands Park Landfill

2. The **AUTHORITY** will pay the **TOWNSHIP** \$55,200.00 for the services performed in 2015, and an amount not to exceed \$56,000.00 for the services performed in 2016.

3. The **TOWNSHIP** will carry appropriate general liability, auto, and workers' compensation insurance covering its activities and employees as designated by the **AUTHORITY**. The general liability and automobile insurance shall be in an amount with policy limits not less than one million dollars. The **AUTHORITY** shall be named as an "Additional Insured." Said insurance shall be primary to any insurance owned by the **AUTHORITY**. The **TOWNSHIP** shall provide a certificate of insurance to the **AUTHORITY** prior to the commencement of this Agreement. Said certificate shall state that the insurance cannot be cancelled without at least 10 days written notice to the **AUTHORITY**. The parties acknowledge that the **TOWNSHIP** is an independent contractor and not an agent of the **AUTHORITY** in conducting activities hereunder.

4. The **TOWNSHIP** hereby agrees to indemnify and keep indemnified, and hold and save harmless the **AUTHORITY** it's governing body, it's officers, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them, directly by reason of or

in consequence of or in connection with any act or omission of the **TOWNSHIP** in connection with its rights and obligations pursuant to this Agreement. The **TOWNSHIP** represents and warrants that it shall keep in force appropriate auto and general liability insurance coverage's for the duration of this Agreement and shall provide proof of same to the **AUTHORITY** upon request. The obligations of the **TOWNSHIP** to indemnify the **AUTHORITY** under this Paragraph shall not be limited or defined by the terms or policy limits of any insurance. Similarly, the **AUTHORITY** hereby agrees to indemnify and keep indemnified, and hold and save harmless the **TOWNSHIP**, its Directors, Officers, Board Members, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them directly by reason of or in consequence of or in connection with any act or omission of the **AUTHORITY** in connection with its rights and obligations pursuant to this Agreement. Notwithstanding the undertakings of this Paragraph, however, if either the **AUTHORITY** or the **TOWNSHIP** shall be physically or legally prevented from performing their obligations under this Agreement, neither shall have any liability to the other for monetary damages.

5. This Agreement is contingent upon the approval by the New Jersey Department of Environmental Protection ("NJDEP") of this Agreement and the authorization of reimbursement to the **AUTHORITY** for payments made pursuant to this Agreement. If, for any reason, NJDEP does not approve this Agreement and/or any payments made pursuant to this Agreement, the **TOWNSHIP** shall promptly reimburse the **AUTHORITY** for the payments made to the **TOWNSHIP**.

6. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations made prior hereto. No modifications to this Agreement shall be valid unless in writing and adopted by resolution of the respective governing bodies of the **CITY** and the **AUTHORITY**.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year set forth above.

ATTEST:




BY:
Dated: 2/6/2015

THE TOWNSHIP OF EGG HARBOR




Dated: 2/6/15

ATTEST:


Brian G. Lefke, Secretary

Dated: 2/18/15

ATLANTIC COUNTY UTILITIES
AUTHORITY


Richard S. Dovey, President

Dated: 2/17/15