

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Atlantic County COUNTY: Atlantic

RECIPIENT: Waterford Township COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

Shared Service Agreement between Atlantic County and Waterford Township for the provision of salt brine in exchange for rock salt equivalent in value.

EFFECTIVE DATE: Jul 27, 2016

EXPIRATION DATE: Jun 30, 2019

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.

TOWNSHIP OF WATERFORD
COUNTY OF CAMDEN
STATE OF NEW JERSEY

RESOLUTION #2016-199

**RESOLUTION OF THE TOWNSHIP OF WATERFORD AUTHORIZING AN
AMENDED SHARED SERVICES AGREEMENT WITH THE COUNTY OF ATLANTIC
FOR THE PURCHASE OF SALT BRINE SUPPLIES**

WHEREAS, the Township of Waterford and the County of Atlantic previously entered into a contract dated December 10, 2013 in regard to the ability for the Township to obtain salt brine from Atlantic County in exchange for road rock salt equivalent in value from the Township; and

WHEREAS, the Township desires to extend the terms of that contract to June 30, 2019; and

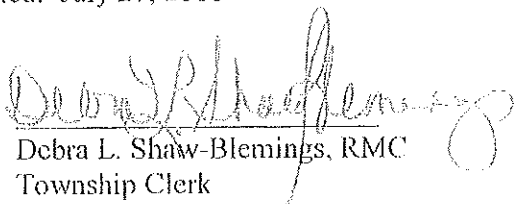
WHEREAS, the County of Atlantic has already approved the extension of said Contract to June 30, 2019.


NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Committee of the Township of Waterford that it hereby approves an Amended Agreement with the County of Atlantic for the furnishing of salt brine to the Township in accordance with the terms and conditions of said Agreement.

BE IT FURTHER RESOLVED that the appropriate Township Officials are hereby authorized to execute the Amended Agreement on behalf of the Township.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

Adopted: July 27, 2016

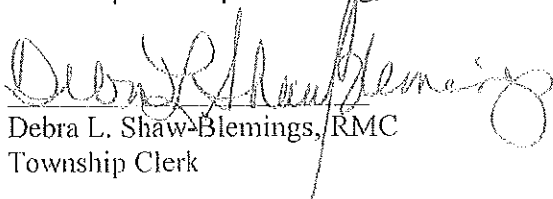

Debra L. Shaw-Blemings, RMC
Township Clerk


William A. Richardson, Jr.
Mayor

	YEATMAN	GIANGIULIO	FERGUSON	CAMPBELL	RICHARDSON
YES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

I, Debra L. Shaw-Blemings, Township Clerk of the Township of Waterford, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Township Committee at its Regular Meeting held on July 27, 2016 at the at the Waterford Township Municipal Building, 2131 Auburn Avenue, Atco, New Jersey.


 Debra L. Shaw-Blemings, RMC
 Township Clerk

AMENDATORY SHARED SERVICES AGREEMENT #1

This Amendatory Agreement made this 23 day of August 2016, between the TOWNSHIP OF WATERFORD, hereinafter referred to as "CONTRACTOR" and the COUNTY OF ATLANTIC, hereinafter referred to as "COUNTY".

WHEREAS, the County and the Municipality entered into a contract dated December 10, 2013 for the exchange of salt brine and rock salt for the term commencing December 1, 2013 and ending June 30, 2016, and

WHEREAS, the parties desire to extend the term of the contract to June 30, 2019 and said extension was authorized by Resolution #263 adopted by the Board of Chosen Freeholders of the County of Atlantic on June 21, 2016.

NOW, THEREFORE, in consideration of the mutual covenants made herein the parties agree as follows:

- 1. Paragraph 9, Duration of Contract, is hereby revised as follows:

This contract shall be extended until the termination date of June 30, 2019.

- 2. All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly signed and sealed this agreement.

ATTEST:

Sonya G. Harris
 Sonya G. Harris, Clerk
 Board of Chosen Freeholders

COUNTY OF ATLANTIC:

Dennis Levinson
 Dennis Levinson
 County Executive

ATTEST:

Debra L. Stauplemier
 Clerk

MUNICIPALITY:

[Signature]

APPROVED AS TO FORM: James F. Ferguson, Jr.
 James F. Ferguson, County Counsel

**AGREEMENT BETWEEN THE COUNTY OF ATLANTIC AND THE
TOWNSHIP OF WATERFORD, CAMDEN COUNTY
REGARDING ROAD SALT AND SALT BRINE MATERIALS**

THIS AGREEMENT is made and entered into on this 10th day of Dec, 2013, by and between the **COUNTY OF ATLANTIC**, a governmental corporation of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 ("**County**"), and the **TOWNSHIP OF WATERFORD**, a municipality of the State of New Jersey, ("**Municipality**").

BACKGROUND STATEMENT

Municipality and Atlantic County each engage in activities to control snow and ice from their respective roads. The Atlantic County Department of Public Works desires to implement a contract with Municipality, whereby Municipality will pick up salt brine from County and repay the County with road salt of equivalent value, as set forth herein, to improve each entity's capacity to respond to winter conditions that may affect their respective road systems. The County and Municipality desire to enter into this Agreement, to set forth their mutual understandings and undertakings. They are authorized to enter into this Agreement generally pursuant to N.J.S.A. 40:41A-27(g), and specifically authorized by Atlantic County Resolution #62 adopted on January 31, 2012 as amended by Resolution 13 adopted on January 8, 2013 and Municipality Resolution #2013-281.

NOW, THEREFORE, in consideration of the good and valuable promises and considerations exchanged by the parties and the benefits accruing to one another from the performance of this Agreement, Municipality and Atlantic County do hereby agree as follows:

1. **Incorporation of Background:** The Background information set forth above is incorporated by reference.
2. **Definitions:**
 - a) Road Salt Supplies is rock salt as defined by NJDOT.
 - b) Salt Brine Supplies is a 23.3% solution of road salt and water.
3. **Availability:** Atlantic County has capability to provide salt brine. Atlantic County will provide salt brine to Municipality if there are sufficient quantities on hand that will not interfere with Atlantic County's anti-icing operations.

4. **Advance Notice for Pickup:** Municipality Department of Public Works (DPW) will contact Atlantic County DPW to schedule any pick-up of salt brine. Municipality DPW will make every effort to provide 24 hour advance notice to the County DPW dispatcher at 609-645-5830 during business hours. Municipality will be responsible for transportation of salt brine from Atlantic County to their storage site.

5. **Costs:** Atlantic County has calculated the current value of the salt brine to be \$0.35/gallon for the winter season of 2012/2013 based on the 2012/2013 cost of road rock salt of \$56.14 per ton. Atlantic County requires payment to be an amount of road rock salt equivalent in value to the value of the salt brine provided to municipality. For the winter seasons 2013/2014 and thereafter the cost of brine will increase or decrease based on the cost to the County for road rock salt. For every change of \$10 per ton of road rock salt the cost of brine will increase or decrease by \$.03.

6. **Payment:** Delivery of rock salt by Municipality to County in payment for brine shall only be by prior arrangement with the County DPW as to time and place of delivery.

7. **Material Quality:** All materials supplied pursuant to this agreement shall comply with standards and specifications utilized by NJDOT for similar materials and uses.

8. **Verification of Materials Supplied:** Whenever materials are delivered pursuant to this Agreement, the Director of Public Works of the entity providing such materials shall send an itemized list to the Director of Public Works of the entity receiving such materials indicating the amount of materials used or delivered.

9. **Duration of Contract:** The duration of the contract shall be from December 1, 2013 till June 30, 2016.

10. **Termination of this Agreement:** The Agreement may be terminated by either party upon twenty (20) days advanced written notice to the other party for any reason, including but not limited to an unavailability of materials.

11. **Indemnification:** Each party agrees to indemnify the other and their officers, agents and servants from any and all losses, claims, actions, costs, expenses, judgments, subrogation, attorney fees or other expenses which may arise by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to its responsibilities under the terms of this Agreement, to the extent caused by the negligent or wrongful acts or omissions of its officers, employees, agents or contractors. Each party will maintain proper insurance covering all risks associated with the operation thereof, which may include a duly authorized self-insurance program. Nothing herein contained shall be deemed to confer upon any third person any right against the County or Municipality.

12. **Default:** In the event that either party shall fail or refuse to perform any of their material obligations, or otherwise be in default under this Agreement then the non-defaulting party may proceed with all available legal and equitable remedies; provided, however, that the non-defaulting party shall first give the defaulting party written notice setting forth the facts

which allegedly constitute a default, along with an opportunity to cure the default, within a time period which shall be reasonable under the circumstances (which, in no event, shall be deemed to exceed twenty (20) days). The exercise or the beginning of the exercise of any right or remedy shall not preclude subsequent or simultaneous exercise of the same or any other right or remedy.

13. Waiver: Any waiver of compliance with the terms and conditions hereof, or with regard to any breach by either party under this Agreement shall not affect similar rights subsequently arising, nor operate as a waiver of subsequent breaches of the same or similar kinds, nor as a waiver of the clause or condition under which said rights arose or said breach occurred. Similarly, any inspection and any notice whereby a party knew or should have known of a breach by the other party shall not operate as a waiver of such breach, or of any subsequent or similar breach, or as a waiver of the clause or condition under which said rights arose or said breach occurred.

14. Severability: Should any provisions of this Agreement be held invalid or unenforceable by a Court of competent jurisdiction, said provisions shall be severed from the entire Agreement and the remaining provisions of the Agreement shall remain in full force and effect.

15. Governing Law: This Agreement shall be governed and construed the laws of the State of New Jersey and any litigation brought in relation to this Agreement shall be brought in the Superior Court of New Jersey, Atlantic County.

16. Entire Agreement: This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein as superseded all prior agreements, representations or understanding of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

17. Notices: All notices and other communications provided for hereunder shall be in writing and shall be delivered by regular mail to the parties at the following addresses:

County of Atlantic
County Counsel
1333 Atlantic Avenue
Atlantic City, New Jersey 08401


Township of Waterford
Municipal Building
Waterford Township Administrator
2131 Auburn Avenue
Atco, NJ 08004

Bill Reinert, Department Head
Atlantic County Department of
Public Works
Rt. 9 and Dolphin Avenue
Northfield, NJ 08225

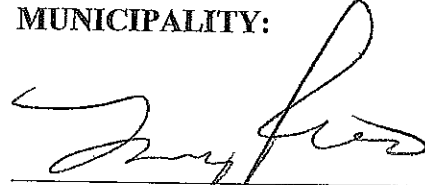
Township of Waterford
Superintendent of Public Works
2131 Auburn Avenue
Atco, NJ 08004

IN WITNESS WHERETO, the parties hereto have set their respective seals the day and year first above written.

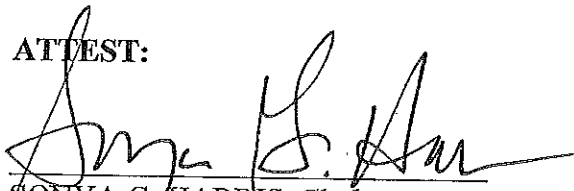
ATTEST:


DEBRA L. SHAW-BLEMINGS
Acting Township Clerk

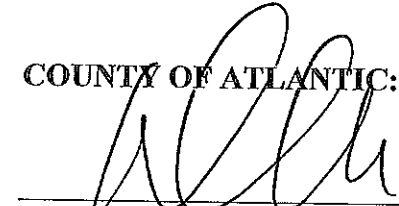
MUNICIPALITY:


LARRY RUOCCO
Township Administrator

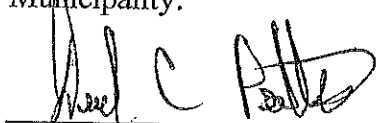
ATTEST:


SONYA G. HARRIS, Clerk
Board of Chosen Freeholders

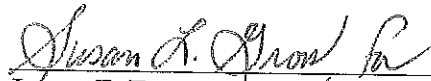
COUNTY OF ATLANTIC:


DENNIS LEVINSON
County Executive

Approved as to Form on behalf of
Municipality:


MICHAEL C. POTTS
ATTORNEY FOR ~~WATERFORD~~ TOWNSHIP

Approved as to Form on behalf of
Atlantic County:


James F. Ferguson, County Counsel