

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: The Township of Galloway COUNTY: Atlantic

RECIPIENT: Atlantic County COUNTY: Atlantic

BRIEF DESCRIPTION OF SERVICE:

Enter into Shared Service Agreement with County of Atlantic and Galloway Township. This is for Galloway Township Public Works will perform certain services with respect to the County of Atlantic library grounds which is located within the jurisdictional boundaries of the municipality.

EFFECTIVE DATE: May 1, 2014

EXPIRATION DATE: Apr 30, 2022

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
COUNTY OF ATLANTIC AND THE TOWNSHIP OF GALLOWAY
FOR THE PROVISION OF SERVICES BY THE TOWNSHIP OF GALLOWAY**

THIS SHARED SERVICES AGREEMENT ("Agreement") is made and entered into this 4th day of March, 2015, by and between the COUNTY OF ATLANTIC, a governmental corporation of the State of New Jersey (the "County"), and Township of Galloway, a Municipal Corporation of the State of New Jersey (the "Municipality").

WHEREAS, the Municipality is in Atlantic County and has its own Public Works Department with adequate manpower and equipment necessary to fulfill the obligations as contemplated by this agreement; and

WHEREAS, a branch of the Atlantic County Library is located within the jurisdictional boundaries of the Municipality; and

WHEREAS, both the Municipality and County are desirous of the Public Works Department of the Municipality performing certain services with respect to the County Library grounds; and

WHEREAS, the County will reimburse the Municipality for costs associated therewith in accordance with this Shared Services Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and consideration as set forth in this Shared Services Agreement, the County and Municipality do hereby agree as follows:

1. **Recitals Incorporated**: The above recitals are incorporated into this section of this Agreement as if fully set forth at length herein.

2. **Nature and Extent of Services to Be Performed**: The Municipality shall perform (1) snow removal services on the driveway, parking lot and sidewalks (2) grass cutting on the County Property surrounding the Galloway Township branch of the Atlantic County Library.

A. **Snow Removal**: Snow removal shall include plowing, salting and/or sanding depending on conditions, and performed on an as needed basis as directed by the Director of Public Works of the Municipality in consultation with the Director of Public Works of the County. The County reserves the right to perform the work itself if the Municipality and the County are not able to agree on the need for services.

B. Grass Cutting: Municipality shall be responsible for cutting the grass on the County property on an as needed basis as directed by the Director of Public Works of the Municipality in consultation with the Director of Public Works of the County. Municipality will be responsible for treating County property with dandelion treatment on an annual basis. The County reserves the right to perform the work itself if the Municipality and the County are not able to agree on the need for services.

3. Equipment Supplied: The Municipality warrants and represents that it will have for:

a.	Small Dump Truck	\$30.00 per hour
b.	Big Dump Truck	\$60.00 per hour
c.	Pickup Truck	\$44.05 per hour
d.	Small Loader	\$25.00 per hour
e.	Large Loader	\$52.00 per hour
f.	Wing Mower	\$41.11 per hour
g.	John Deere Mower	\$24.66 per hour
h.	Supper Z Mower	\$24.66 per hour
i.	Edger	\$9.14 per hour
j.	Weed Wacker	\$9.14 per hour
k.	Blower	\$9.14 per hour
l.	Push Mower	\$9.14 per hour
m.	Street Sweeper	\$74.00 per hour
n.	Dandelion Treatment	\$400.00

A. Snow Removal: At least two (2) plow trucks with salt and/or sand spreaders as well as the appropriate number of employees to operate the same at all times that any snow removal or salting and/or sanding is necessary. All trucks utilized for this work shall be insured and all drivers shall be properly licensed.

4. Level, Quality and Scope of Performance: Employees of the Municipality's Department of Public Works shall at all times perform the work required by this Agreement in a professional and workmanlike manner. If any complaints are received regarding the level of performance or professionalism of any of the employees of the Department of Public Works, said matter shall be handled through the Department of Public Works of the Municipality and appropriate measures shall be immediately taken to correct the situation which resulted in the complaints.

5. Cost of Services: A. Snow Removal. The County shall pay for the services performed by the Department of Public Works of the Municipality by issuing a check payable to the Municipality. Representatives of the Municipality will complete any and all vouchers or other paperwork necessary to process said payment through the County. Vouchers and invoices should be forwarded to the County Department of Public Works for review and process of payment. Payment shall be made within forty-five (45) days of the date said vouchers are received by the County. The County shall reimburse the Municipality for all manpower used to

perform the services anticipated by this contract including the current wages paid to Union employees by the Municipality. Both parties understand and agree that the current wages paid to Union employees of the Municipality's Public Works Department are currently as follows:

- a. Regular Time - \$31.21
- b. Overtime - \$46.82
- c. Double time - \$62.42
- d. Estimate Holiday - \$77.99

The parties understand and agree that these rates may change and the County shall pay for any change in these rates in subsequent years of this.

6. Material: The County also understands and agrees that it will compensate the Municipality for any materials used in the performance of snow removal pursuant to this Agreement. The current rates for such materials are as follows:

- a. Salt - \$63.90 per ton
- b. Bag Salt -\$32.50 per bag*

*Ice Control Chemical 50lb. Bags

The parties understand and agree that the costs for materials as set forth above may change and that the County shall be responsible for paying to the Municipality the then current rate for any such materials.

7. Estimated Costs: The County estimates that the funding required for services under this agreement shall be an amount not to exceed \$10,822.08 for snow removal and grass cutting per year, which amount shall be certified and encumbered upon adoption of the authorizing resolution, and annually thereafter. The County acknowledges that this amount is an estimate only, and that actual compensation shall be based upon time and materials billing pursuant to paragraphs 5 and 6. In the event that the charges incurred exceed the total estimate in any year, the parties agree to amend this Agreement accordingly.

8. Verification of Services Performed and Procedure for Payment: Whenever services are performed pursuant to this Agreement, the Director of Public Works of the Municipality shall send an itemized list to the Director of Public Works of the County indicating the man hours and materials used in the performance of said services. The Director of Public Works of the County shall review the same and expeditiously forward the same to the appropriate entity within the County for the issuance of a voucher or for other steps necessary to process payment.

In the event there is any dispute as to the amount to be paid, the full amount shall be paid and if subsequent negotiation, arbitration, or litigation determines the amount paid was more than should have been paid, the Municipality shall refund any such excess payment.

9. Duration of Contract: The contract shall be valid for a period of one (1) year commencing on May 1, 2014 and terminating April 30, 2015, with a County option to renew for six (6) additional one (1) year terms ending April 30, 2022.

10. Termination of This Agreement: This Agreement may be terminated by either party upon twenty (20) days advance written notice to the other party during the months of April, May, June, July, August or September of any year. During the months of October, November, December, January, February, and March of any year, this Agreement may only be terminated by a letter signed by authorized representatives of both the County and the Municipality. The reason for the termination procedures as set forth above is to assure that one party may not unilaterally terminate this Agreement during the months of any given year when the services to be performed pursuant to this Agreement are more likely to be needed. This will prevent one party from unilaterally terminating the Agreement during said months which could potentially cause an undue burden and hardship to the non-terminating party.

11. Shared Services and Consolidation Act to Apply: The Shared Services and Consolidation Act to Apply (N.J.S.A. 40A:65-1 et seq.) shall apply to this Agreement and to the extent that any provision of this Agreement is in conflict with said Act, the Act shall be controlling and take precedence.

12. Approvals Necessary: This Agreement shall not be considered binding upon the parties until an appropriate Resolution or Ordinance adopting the same has been approved by the governing body of the Municipality and the Board of Chosen Freeholders of the County.

13. Additional Costs: To the extent that any additional costs are incurred by the Municipality in performing the services pursuant to this Agreement and there is an agreement between the Director of Public Works of the Municipality and the Director of Public Works for the County such expenditures or costs were necessary, the County upon approval by the Board of Chosen Freeholders of the County of Atlantic shall be responsible for payment of the same even if said rates or services are not specifically listed in the previous sections of this Agreement.

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. Entire Agreement: This Agreement represents the entire Agreement between the parties and this Agreement may not be altered, modified or changed in any manner except upon a duly executed and authorized writing signed by an appropriate official of each party after a duly adopted authorizing resolution.

16. Governing Law: This Agreement shall be governed and construed by 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.

17. Notices: Any notices given pursuant to this Agreement shall be given as follows:

COUNTY OF ATLANTIC

Dennis Levinson, County Executive
1333 Atlantic Avenue
County Office Building, 8th Floor
Atlantic City, NJ 08401

Atlantic County Counsel
1333 Atlantic Avenue, 8th Floor
Atlantic City, NJ 08401

MUNICIPALITY

Don Purdy, Mayor
Township of Galloway
300 East Jimmie Leeds Road
Galloway, NJ 08205

18. **Default:** A violation, breach, or failure to perform any of the terms, conditions or obligations under this Agreement shall constitute a default by the violating, breaching or non-performing party. If the default is a monetary default on behalf of the County, and the same is not cured within forty-five (45) days after receipt by the County of notice of the default, the Municipality may terminate this Agreement without liability. With respect to any default other than a monetary default by the County, the parties may avail themselves of all rights and remedies to which they are legally entitled.

19. **Waiver:** The parties understand and agree that any action or inaction concerning any of the terms or conditions of this Agreement by either party shall not be considered a waiver of any rights by said party.

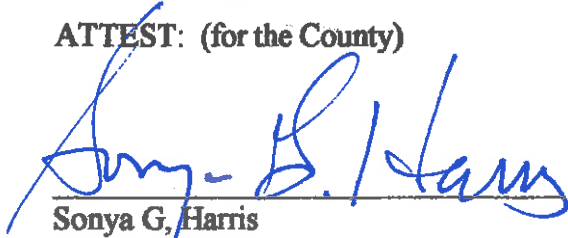
20. **Right of Inspection:** The Municipality understands and agrees that the County reserves the right to send employees of the County to inspect any and all work performed by the Municipality pursuant to this Agreement either during the time of actual performance or subsequent thereto.

21. **Indemnification:** The Municipality agrees to protect, defend, indemnify and save harmless the County and its officers, agents and employees from any and all losses, claims, actions, costs, expenses, and judgments arising out of the sole negligence of the Municipality or any employees, agents or officers thereof related to the performance of the work contemplated by this Agreement.

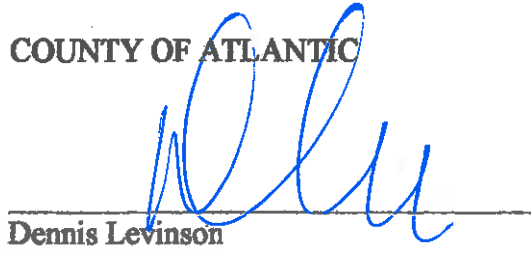
22. **Copies to Be Used as Originals:** Any copies of this Agreement once signed, may be deemed to be originals for any purposes.

IN WITNESS WHEREOF, and intending to be bound thereby, the parties have caused this Agreement to be signed, duly acknowledged and sealed the day and year first above written.

ATTEST: (for the County)


Sonya G. Harris
Board of Chosen Freeholders

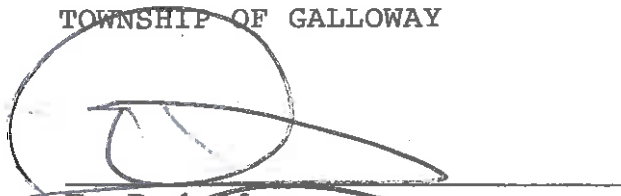
COUNTY OF ATLANTIC


Dennis Levinson
County Executive

ATTEST:

TOWNSHIP OF GALLOWAY


Kelli Danieli, Acting Clerk
Galloway Township


Don Purdy, Mayor

type or print name and title under signature and sign in ink on the line.

Affix Corporate Seal, if applicable

APPROVED AS TO FORM:


James F. Ferguson, County Counsel

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polici(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

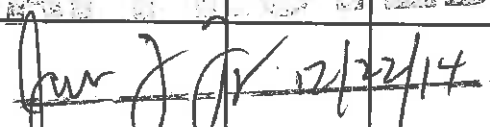
PRODUCER Conner Strong & Buckelew Companies, MEL/JIF Underwriting Unit 9 Campus Drive, Suite 16 Parsippany, NJ 07054	CONTACT NAME: MEL Underwriting Service Center
	PHONE (A/C, No Ext): _____ FAX (A/C, No Ext) (732) 736-5274 EMAIL ADDRESS: MELUnderwritingSvcCntr@connerstrong
INSURERS AFFORDING COVERAGE	
INSURED Member Towns of the Atlantic County Municipal Joint Insurance Fund PO Box 488 Marlton, NJ 08053	INSURER A: Atlantic County Municipal Joint Insurance Fund
	INSURER B: Municipal Excess Liability Joint Insurance Fund
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	Y		ATL150401-87	1/1/2015	1/1/2016	EACH OCCURRENCE	\$ 300,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED. EXP. (Any one person)	\$
							PERSONAL & ADV. INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG.	\$ t
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS	N		ATL150401-87	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (EA accident)	\$ 300,000
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per Accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		MEL01150187	1/1/2015	1/1/2016	EACH OCCURRENCE	\$ 4,700,000
							AGGREGATE	\$ 4,700,000
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under <input type="checkbox"/> DESCRIPTION OF OPERATIONS below			ATL150401-87	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> OTH ER	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

APPROVED



DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 104, Additional Remarks Schedule, if more space is required) **ANY ALTERATIONS WILL VOID THIS CERTIFICATE.**
 PLEASE SEE ATTACHMENT : KAF

CERTIFICATE HOLDER County of Atlantic Atlantic County Board of Freeholders 133 Atlantic Avenue Atlantic City, NJ 08401 Attn: Robert Grist	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (CONTINUED FROM PAGE 1)

Description of Operations Continuation:

The Certificate holder is included as an "additional insured", as their interest may appear, for General Liability and Excess Liability pursuant to the terms, conditions, limitations, and exclusions of the ACMJIF Casualty Insurance Policy. However, the designation as an "additional insured" shall only apply to claims which arise out of or are caused or alleged to have been caused in any manner from the member municipality's sole negligent acts while engaging in the activities of street openings, street and road closings, parades, and hanging of banners by a member municipality of the Atlantic County Municipal Joint Insurance Fund as per the ACMJIF membership list below and while the member municipality is using county premises and/or facilities.

City of Absecon
Borough of Avalon
City of Brigantine
Borough of Buena
City of Cape May
Cape May Point
Commercial Township
City of Corbin City
Township of Deerfield
Township of Dennis
Township of Downe
Egg Harbor Township
City of Estell Manor
Borough of Folsom
Township of Galloway
Township of Hamilton
City of Linwood
Borough of Longport
Lower Township
City of Margate
Middle Township
City of Millville
Mullica Township
Borough of Newfield
City of North Wildwood
City of Northfield
City of Ocean City
City of Pleasantville
City of Sea Isle City
City of Somers Point
Borough of Stone Harbor
Upper Township
Upper Deerfield Township
City of Ventnor
Waterford Township
Borough of West Cape May
Borough of West Wildwood
Weymouth Township
Wildwood City
Wildwood Crest
Borough of Woodbine

Police Professional is included in the General Liability Coverage.

The member municipalities of the Atlantic County Municipal Joint Insurance Fund are Named Insureds and limits shown on this certificate of insurance apply separately to each member municipality and not jointly.

RESOLUTION # 55-15

A RESOLUTION OF THE TOWNSHIP OF GALLOWAY AUTHORIZING THE MAYOR TO EXECUTE A SHARED SERVICES AGREEMENT WITH ATLANTIC COUNTY TO PROVIDE TOWNSHIP PUBLIC WORKS SUPPORT FOR THE GALLOWAY BRANCH OF THE ATLANTIC COUNTY PUBLIC LIBRARY

WHEREAS, a branch of the Atlantic County Library is located within the jurisdictional boundaries of the Township of Galloway; and

WHEREAS, both the Township of Galloway and Atlantic County are desirous of the Galloway Public Works Department performing certain services with respect to the County Library grounds; and

WHEREAS, the County will reimburse the Municipality for costs associated therewith in accordance with the attached Shared Services Agreement; and

NOW, THEREFORE, this Resolution authorizes the Township of Galloway Mayor to executive the attached Shared Services Agreement with Atlantic County.

Certified to be a true copy of Resolution adopted by the Municipal Council for the Township of Galloway, County of Atlantic and State of New Jersey, on 20th day of January, 2015.

TOWNSHIP OF GALLOWAY

Kelli Danieli /s/
Kelli Danieli
Acting Township Clerk

Recorded Vote:	MOTIONS	AYE	NAY	ABSTAIN	ABSENT
Coppola		X			
Gargione		X			
Gorman	2	X			
Maldonado	1	X			
Meadows		X			
Tyrrell					X
Purdy		X			