

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Burlington County Chosen Freeholders COUNTY: Burlington

RECIPIENT: Township of Edgewater Park COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

Snow removal and salting

EFFECTIVE DATE: 2/2/2016

EXPIRATION DATE: 1/30/2017

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

Please submit this cover sheet with shared service agreement either via email to EKG@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 EDGEWATER PARK
RESOLUTION NO. 2016-40**

*Resolution Authorizing the Mayor to Execute an Shared Services Agreement Between
Burlington County Board of Chosen Freeholders and the
Township of Edgewater Park for Snow Removal and Salting.*

WHEREAS, Burlington County has previously determined that it is in the best interest of the County to cooperate with the various governmental entities within the County regarding provisions of mutual services for snow removal, salting and sanding of State, County and Municipal Roads; and

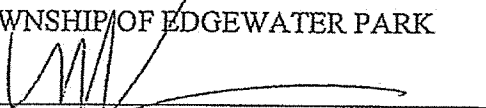
WHEREAS, Burlington County and the Township of Edgewater Park wish to cooperate in furthering their mutual ability to provide such snow removal, salting, and sanding services beneficial to the County of Burlington, to Township of Edgewater Park and ultimately all residents within the County of Burlington, and

WHEREAS, Shared Services Agreements are authorized pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq; and

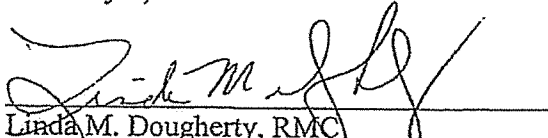
WHEREAS, the Township of Edgewater Park wishes to memorialize provisions for services of snow removal, salting and sanding of State, County and Municipal Roads for the period of January 1, 2016 to December 31, 2018; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Edgewater Park that an Shared Services Agreement between the County and the Township of Edgewater Park setting forth the terms and conditions of the agreements relating to snow removal, salting, and sanding of applicable State, County and Municipal roads is hereby approved, a copy is attached hereto and made a part hereof, and the Mayor and/or Township Clerk are hereby authorized to execute as many copies of the said Agreement as may be necessary.

TOWNSHIP OF EDGEWATER PARK

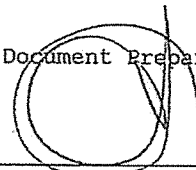

Michael Trafnor, Mayor

I certify that the foregoing Resolution No. 2016-40 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on February 2, 2016.


Linda M. Dougherty, RMC
Municipal Clerk/Administrator

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Belgard	✓				
Ms. Kremper	✓				1 st
Mr. McElwee				✓	
Mrs. Perkins	✓				2 nd
Mayor Trainor	✓				

Document Prepared by:



Carl V. Buck III
Burlington County
Solicitor's Office

SHARED SERVICES AGREEMENT

BETWEEN

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

EDGEWATER PARK TOWNSHIP

THIS AGREEMENT made on this 2nd day of February, 2016, by and between the BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY, with offices located at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter known as the "County"), and the Township of Edgewater Park, a body politic and corporate of the State of New Jersey, with offices located at 400 Delanco Road, Edgewater Park, NJ 08010 (hereinafter known as the "Governmental Entity"):

WITNESSETH:

WHEREAS, the parties having authorized and approved this Agreement, the County by Resolution No. _____ on _____ and the Governmental Entity by Resolution, duly adopted pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq.;

WHEREAS, the parties herein wish to reach an agreement between the County and the Governmental Entity regarding snow and snow removal activities which information pertaining to the agreement is contained in the attached Schedule "A".

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a County and a Governmental Entity to enter into contracts for the joint provision of any service which any party to the agreement is

authorized to render within its own jurisdiction and the County has evidenced its approval to enter into this Agreement by authorization of Resolution No. 2016-_____ dated January 27, 2016 (a copy of which will be supplied and will be attached hereto as Schedule "B") and the Governmental Entity Resolution No. 2016-40 on February 2, 2016 (a copy of which is attached hereto as Schedule "C").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows and as pertinent to this specific agreement:

1. Parties agree to the following schedule:

- a. Plowing and Salting: __miles__ x times plowed x \$230.00=
- b. Salting only: __miles__ x times salted x \$115.00=
- c. Plowing only: __miles__ x times plowed x \$115.00=

2. The Governmental Entity agrees to not lift its snowplows or turn off its salter when traveling on the applicable streets contained within all the streets in Schedule "A".

TERM. The term of this Agreement is for a period of three (3) years beginning January 1, 2016 to December 31, 2018.

CONSIDERATION. As good and valuable consideration for this Use Agreement, the Governmental Entity agrees to pay to County the sum of \$1.00 per year in addition to any other costs for services and or materials as contained in number 1, above.

RENEWAL. County and the Governmental Entity have the option for continuing a one-year renewal to the agreement. Notification of request to continue such Agreement must be made by the

Governmental Entity to County no sooner than six months nor later than three months before the end of the period. Notification must be made to the Office of the Burlington County Solicitor by regular and certified mail or hand-delivery. The parties agree that the County in its sole discretion shall have the ability to ~~either continue with this Agreement or terminate the same.~~ The right to one-year renewals of this agreement shall continue in perpetuity until rescinded by the County or modified by a subsequent agreement.

PAYMENT. Payment for use of the services under this Shared Services Agreement shall be made as billed with payment to be made within 45 days after complete submission of bills and appropriate back up information. Governmental Entity on not less than monthly, if applicable.

NO ASSIGNMENT. The Governmental Entity may not do any of the following without the County's written consent:

- (a) assign this Agreement;

LIABILITY INSURANCE. The Governmental Entity shall secure and maintain the following insurance coverage during the term of this Agreement.

- a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.
- b. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million

dollars (\$2,000,000) annual aggregate.

- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.

Prior to the effective date of this Agreement, and as a ~~condition precedent to this Agreement taking effect, the~~ Governmental Entity shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate of Insurance by the Insurance & Risk Management Division is a precedent to the taking effect of this Agreement. The certificate should be issued to:

Burlington County Board of Chosen Freeholders
49 Rancocas Road, PO Box 6000
Mt. Holly, NJ 08060-6000
Attention: Insurance & Risk Management

NOTICE. All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by:

- (a) personal delivery; or
- (b) certified mail, return receipt requested.

NO WAIVER. The County's failure to enforce any agreement in this Agreement shall not prevent the County from enforcing the agreement for any violations occurring at a later time.

SURVIVAL. If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.

BINDING. This Agreement binds the County and the Governmental Entity and all parties who lawfully succeed to their rights or take their places.


FULL AGREEMENT. The parties have read this Agreement. It contains their full agreement. It may not be changed except in writing signed by the County and the Governmental Entity.

IN WITNESS WHEREOF, and intending to be legally bound, the Board of Chosen Freeholders of the County of Burlington has caused this Agreement to be executed by its duly authorized Director, attested by its County Administrator and its corporate seal to be hereto affixed the day and year first written above.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound, the parties to this agreement have caused this Agreement to be executed by their representative, attested to and the proper seal to be hereto affixed the day and year first written above.

(SEAL)

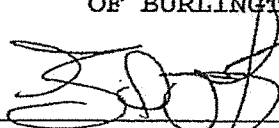
Attest:



Eve A. Cullinan
County Administrator

BOARD OF CHOSEN FREEHOLDERS
OF BURLINGTON COUNTY


By:



Bruce Garganio
Freeholder Director

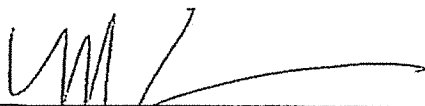
(SEAL)

Attest:



Clerk

By:



Mayor

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)

I certify that on 3/2, 2016,
Linda M. Douche personally became before me and this person
acknowledged under oath, to my satisfaction that:

(a) This person is the Clerk for the Township of Edgewater Park, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Michael Trainor, the Mayor of the Township of Edgewater Park;

(c) This document was signed and delivered by the _____ as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

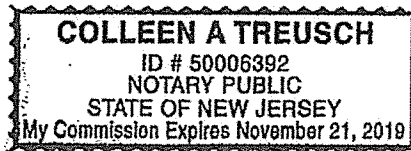
Linda M. Douche
Clerk

Sworn and Subscribed to

before me this 2nd day

of March, 2016.

Colleen A. Treusch



STATE OF NEW JERSEY)

ss

COUNTY OF BURLINGTON)

I certify that on _____, 2016, Eve A. Cullinan personally became before me and this person acknowledged under oath, to my satisfaction that:


(a) This person is the County Administrator for the Burlington County Board of Chosen Freeholders, the corporate body named in this document;

(b) This person is the attesting witness to the signing of this document by the proper official who is Bruce Garganio, the Freeholder/Director of the Burlington County Board of Chosen Freeholders;

(c) This document was signed and delivered by the Burlington County Board of Chosen Freeholders as its voluntary act duly authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington County Board of Chosen Freeholders which was affixed to this document; and

(e) This person signed this proof to attest to the truth of these facts.

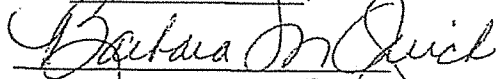


Eve A. Cullinan
County Administrator

Sworn and Subscribed to

before me this 9 day

of March, 2016



BARBARA M. QUICK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 1, 2019

Schedule "A"

Edgewater Park Township

Route	Road	Miles
543	Warren St.	0.8
624	Delanco Rd.	1.2
626	Mt. Holly Rd.	1.4
630	Cooper St.	1.2
	TOTAL	<u>4.6</u>