

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Somerset COUNTY: Somerset

RECIPIENT: Montgomery Township COUNTY: Somerset

BRIEF DESCRIPTION OF SERVICE:

Ambulatory and Accessible Transportation Services

EFFECTIVE DATE: Jan 1, 2014

EXPIRATION DATE: Dec 31, 2014

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.

TRANSPORTATION SERVICE CONTRACT

THIS AGREEMENT, made this 22 day of July 2014 by and between the Township of Montgomery, 2261 Route 206, Belle Mead, New Jersey 08540 (hereinafter referred to as "Township") and COUNTY OF SOMERSET, DIVISION OF TRANSPORTATION, P. O Box 3000, Somerville, New Jersey 08876 (hereinafter referred to as "County").

1. *Service Provided.* County hereby agrees to provide ambulatory and accessible transportation services to the Township:

a. Between the hours of 8:30 am and 2:00 pm on weekdays, excluding legal holidays, the County will transport Township residents, as determined by the Township, to destinations as determined by the Township, within Somerset County, including but not limited to the Otto Kaufman Community Center, the library, medical appointments and recreational trips (hereinafter "WEEKDAY SERVICES").

b. On weekends, the County will transport Township residents, as determined by the Township, on recreational trips, organized by the Township to destinations outside of Somerset County, but not more than 20 miles from Montgomery township and within the State of New Jersey (hereinafter "WEEKEND TRIPS")

Collectively, "Weekday services" and "Weekend Trips" shall be referred to as "Transportation Services". Said transportation services will be in addition to the services already provided by the Somerset County Division of Transportation to Township residents.

2. *Vehicle Description:* Transportation services are to be provided via a 16-20 passenger accessible bus, which shall be provided by the County. The County shall also provide a fully qualified, licensed driver, necessary driver training and recertification, vehicle maintenance,

liability insurance in accordance with paragraph 13 infra, workman's compensation, fuel and other necessary incident to providing the transportation service. The Township shall incur no cost other than those provided for in paragraph 3 infra of this Agreement associated with the provision of Transportation services.

3. *Payment Procedures and Amounts.* The parties agree that during the term of this Agreement, the township shall make monthly payments to the County. Said payments shall be based upon receipt of a voucher, invoices and report. The report shall, in a level of detail acceptable to the Township, describe the number of users, the number of trips and the nature of the trips taken by those utilizing the service. Said report shall be submitted by the County by the 15th day of each month.

The monthly payment shall be submitted by the Township to the County by the 10th of the following month. The costs of the Transportation Services shall be billed to the Township on the following basis:

- a. For Weekday Services: \$22.82 per hour worked by the County's driver in the provision of weekday Services to the Township, to include (i) one-half hour between 8:00 am and 8:30 am when the drivers completes a pre-trip inspection of the vehicle and drives to the Township for an amount not to exceed \$36,023, and (ii) one-half hour between 2:00 pm and 2:30 pm when the driver returns to the County's garage;
- b. For Weekend trips: \$34.24 per hour worked by the County's driver in the provision of Weekend trips to the township, provided that the minimum number of hours for any Weekend Trip shall be four (4);
- c. Fringe Benefits: The Township shall also pay \$12.26 per hour worked by the County's driver in the provision of Transportation Services to defray the costs of fringe benefits, provided however that the total amount to be paid by the township shall not

exceed \$18,160 over the term of this Agreement;

d. \$47.27 per operating day (or part thereof) as a per diem administrative fee for the FTA Drug and Alcohol testing, driver training, maintenance, insurance, fuel and equipment costs.

3. *Term of Agreement.* The term of this Agreement shall be from January 1, 2014 through December 31, 2014.

5. *Township Responsibilities.*

(a.) It shall be the responsibility of Township to notify residents of the availability of this service and the limitations on hours. It shall be the responsibility of the residents to follow the “no-show” policy of the County of Somerset, a copy of which is attached. Individual residents must contact the Division of Transportation and register as a passenger in order to make use of said transportation service.

(B) It the responsibility of the resident to notify the Somerset County Division of Transportation if they cancel their appointment and do not require County transportation service as previously arranged. Cancellations may be made up to one (1) hour prior to scheduled pick-up time. All trips not cancelled within this time frame will result in a documented no-show occurrence.

6. *Cancellation.* The County of Somerset hereby reserves the right to cancel transportation service for one or more days in the event of severe inclement weather or other conditions, including but not limited to such conditions as flooding, ice or snow which affects Somerset County’s ability to perform under the terms and conditions of this Agreement. Any and all appointments that are cancelled may be rescheduled for a mutually convenient time. The

County is to notify the Township when weather prohibits safe transportation so that transportation services need to be cancelled. Notice of cancellation shall be provided as soon as practicable by the County to the Township. No notification shall be made to individual passengers as all announcements are made through the local radio stations of MAGIC 98.3 FM and WCTC 1450 AM.

7. *Assignment.* Neither the County nor the Township shall assign, sublet or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Township.

8. **Binding Agreement:** The County and the Township each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this Agreement. The parties hereby agree to save and hold harmless the other from any and all injuries to person and property resulting from the provision and utilization of the services described in this Agreement. If injuries to person or property are caused by an act of gross negligence then the protections afforded by this section shall not apply.

9. **Governing Law.** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

10. Termination. Either party may terminate this Agreement without cause, upon sixty (60) days written notice to the other.

11. Meetings: Representatives from the County shall be made available to meet with representatives of the Township, as designated by the Township Administrator as requested, to assess the operation of said transportation services and address any issues associated with said service.

12. Indemnification and Hold Harmless. The County agrees to indemnify and hold harmless of any and all loss, damages, suits, penalties, costs, liabilities, expenses, including, but not limited to, reasonable investigation and legal expenses, arising out of the operation of the program, or indemnify and save harmless the Township from suits or actions of every nature or description brought against it, or damages received or sustained by the parties by or from any of the acts of a subcontract employee, agents or volunteers of the County.

13. Insurance. The County shall provide insurance as follows:

a. Comprehensive General Liability Insurance. The minimum limits for this insurance shall be \$1,000,000 for bodily injury and \$100,000 for property damage. The above-required comprehensive general liability insurance shall name the Township, its agents, employees and officers as the additional insured;

b. Workers Compensation and Employers Liability Insurance. Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey;

c. The County, prior to the commencement of services required under this Agreement, shall provide the Township with valid certificates of insurance in accordance with the foregoing provisions. The certificate shall provide for 30 days' written notice to the Township prior to the

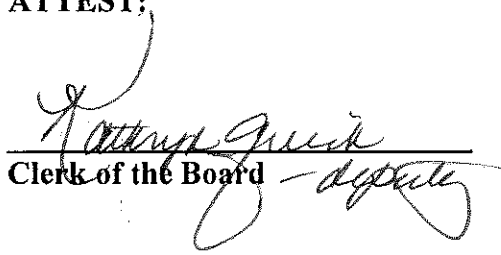
cancellation, expiration or non-renewal during the term of insurance. In the event the County fails or refuses to renew any of its insurance policies as necessary, or any policy is cancelled, terminated or modified so that the insurance does not meet the requirements of this Agreement, the Township may cancel this Agreement and/or refuse to make any payment of further monies due under this Agreement to the County;

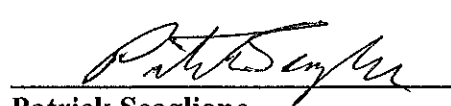
d. The County shall be permitted to provide self-insurance through the County on Somerset Joint Insurance Fund for any insurance coverage required pursuant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the County of Somerset has caused this instrument to be executed by the Director of the Board of Chosen Freeholders pursuant to the Resolution that said County passed for said purpose, and the Township has caused this Agreement to be signed by its proper corporate officers as of the day and year first written above.

ATTEST;

COUNTY OF SOMERSET


Clerk of the Board

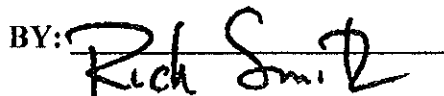

Patrick Scaglione,
Freeholder Director

Signed, Sealed and Delivered
In the Presence of

Township of Montgomery



BY:



TOWNSHIP OF MONTGOMERY
SOMERSET COUNTY, NEW JERSEY

RESOLUTION #14-9-190 - AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF SOMERSET FOR TRANSPORTATION SERVICES

WHEREAS, The Township of Montgomery in Somerset County has the need to provide transportation services to certain residents; and

WHEREAS, The County of Somerset, Division of Transportation, has the proper equipment and qualified drivers and can provide transportation services to the Township.

NOW THEREFORE, BE IT RESOLVED By the Township Committee of the Township of Montgomery in Somerset County, New Jersey, as follows:

1. The transportation services contract between the County of Somerset and Township of Montgomery authorizing the County to provide transportation services on weekdays between the hours of 8:30 a.m. and 2:00 p.m. to Township residents, as determined by the Township, as well as transportation services for weekend trips is hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the Township. Said services shall be provided by the County at a rate of \$22.82 per hour worked for weekday services, \$34.24 per hour for weekend trips, together with an hourly fringe benefit cost of \$12.26 per hour and a \$47.27 per day operating cost for administrative costs incurred by the County.
2. The terms of the agreement shall be from January 1, 2014 through December 31, 2014.
3. The Clerk shall file a copy of this agreement for informational purposes with the Division of Local Government Services, Department of Community Affairs, in accordance with N.J.S.A. 40A:65-4.

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A
TRUE COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
MONTGOMERY AT A MEETING HELD

September 4, 2014


Township Clerk