

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Waterford COUNTY: Camden

RECIPIENT: Township of Shamong COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

This Shared Services Agreement provides for the Township of Waterford and Township of Shamong, both of whom employ the same individual as their Construction Official, to share use of a 2008 Dodge Durango as the construction official's vehicle in both participating municipalities.

EFFECTIVE DATE: 2-8-17

EXPIRATION DATE: 2-7-18 (1 yr)

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.

AMENDED SHARED SERVICES AGREEMENT

THIS AGREEMENT, (“Shared Services Agreement”), dated this 8th day of February, 2017, is made by and between the **Township of Waterford**, a municipal corporation of the State of New Jersey (“Waterford”), with an address at 2131 Auburn Avenue, Atco, New Jersey 08004, and the **Township of Shamong**, a municipal corporation of the State of New Jersey (“Shamong”) with an address at 105 Willow Grove Road, Shamong, New Jersey 08088, hereinafter all referred to as “Participating Municipalities”.

WHEREAS, Edward Toussaint serves as the Construction Official for the Township of Waterford and Township of Shamong; and

WHEREAS, the Township of Waterford provides a vehicle to Edward Toussaint to perform his duties as a Construction Official in that municipality; and

WHEREAS, the Township of Shamong has requested that Mr. Toussaint be allowed to utilize the Waterford Township Vehicle in the performance of his duties in each of those municipalities; and

WHEREAS, the Township of Waterford has no objection to permitting this use subject to the terms and conditions of this Shared Services Agreement as set forth hereinbelow; and

WHEREAS, each of the Participating Municipalities recognizes that each is entering into this Agreement with the other to permit Edward Toussaint as the appointed Construction Official for each of those Participating Municipalities to use a vehicle registered in the name of the Township of Waterford to perform these Construction Official duties in each of these respective Participating Municipalities; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. (“Uniform Shared Services and Consolidation Act”) permits two or more local units to enter into a Contract for a mutual public purpose; and

WHEREAS, the Participating Municipalities agree that that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act.

NOW, THEREFORE, in consideration of the Promises and mutual covenants and representations contained herein, and intending to be legally bound, the parties hereto mutual agree as follows:

1. Each of the Participating Municipalities agree that Edward Toussaint, as the appointed Construction Official in each of those Participating Municipalities, may use the vehicle registered in the name of the Township of Waterford to perform his duties as the Construction Official in each of the Participating Municipalities. The vehicle is a 2008 Dodge Durango.

2. Waterford agrees that it shall maintain at its expense the registration and adequate vehicle liability insurance on the vehicle at its expense. Proof of registration and insurance shall be provided to Shamong at time of execution of this Agreement and on an annual basis.

3. Edward Toussaint shall keep a written log of the mileage for when the vehicle is in use for each Participating Municipality. Shamong agrees that on a monthly basis it shall reimburse the Waterford for the documented mileage when the vehicle is used in that Participating Municipality. Payment to Waterford shall be made within 30 days of receipt of an invoice from Waterford for payment of the mileage.

4. Waterford Township shall be the responsible party at its cost to maintain and service the vehicle and make any repairs to the vehicle. It shall also be responsible for the purchase of all gas used in the vehicle.

5. The term of this Agreement shall be for one (1) year as a test period unless terminated or rescinded by one of the Participating Municipalities during that time. A Participating Municipality may withdraw from this Agreement by providing the other Participating Municipality thirty (30) days advance written notice of withdrawal. In that event, the Agreement is terminated. The Agreement may be renewed for an additional term by approving Resolutions by each of the Participating Municipalities.

6. Failure of Shamong to reimburse the Waterford within 30 days of receipt of a bill for mileage reimbursement shall be cause for default against either Shamong. Waterford agrees to provide 30 days advance written notice to Shamong of failure to make payment to provide that time to cure the default. If not cured within that time, the default shall constitute automatic termination.

7. If Waterford is unable to provide the vehicle to Shamong as a result of accident, repairs, or an unexpected or disruptive event, Waterford shall provide immediate written notice to Shamong. During the period of the inability to use the vehicle, the Agreement shall be suspended. If the time period for use of the vehicle extends beyond 45 days, then the Agreement shall automatically terminate and be of no further legal effect due to the inability for performance to continue.

8. Each party to this Agreement agrees to release, defend, indemnify and hold harmless the other and their officials and employees from and against all claims, damages, losses, expenses and liabilities including reasonable attorney's fees, expenses and costs arising

out of the use of this by Edward Toussaint in the performance of his Construction Official duties in each of the respective Townships as the case may be. This indemnification and hold harmless agreement shall apply in all instances whether a non-labile respective Township is made a direct party to the initial action or claim or subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising in whole or in part from any of the issues emanating from the original cause of action or claim. This Indemnification and Hold Harmless Agreement shall also apply to the Atlantic County Municipal Joint Insurance fund. This indemnification obligation is not limited by, but is in addition, to the insurance obligations set forth herein.

9. Prior to this Agreement taking effect, each municipality shall furnish the other with a Certificate of Insurance as evidence that it has added this vehicle to its municipal comprehensive/auto liability policy for that municipality. Each municipality agrees that it shall provide the other a 60-day notice of cancellation, non-renewal or change in insurance coverage should same apply to the vehicle. Each municipality shall name the other as an additional insured with respect to that liability. The policy coverage shall be a minimal of \$300,000 per occurrence/\$3,000,000 aggregate for bodily injury and property damage unless otherwise agreed between the parties.

10. This Shared Services Agreement may not be amended or modified without the express prior written consent of each of the parties hereto.

11. In the event that any provisions of this Shared Services Agreement shall be held to be invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless the unenforceable provision is material to the intent of the Agreement at which time the Agreement shall then terminate.

12. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute one in the same instrument.

13. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertaking between the parties hereto with respect to the subject matter hereof, and supersedes all prior contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written between the parties hereto.

14. Unless otherwise provided in writing, any notice to be given or to be served upon any party hereto must be in writing and may be delivered personally or by certified or registered mail, and if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Notice shall be given to the parties at the following addresses:

If to the Township of Waterford

Susan Danson, Administrator
2131 Auburn Avenue
Atco, New Jersey 08004

If to the Township of Shamong

105 Willow Grove Road
Shamong, New Jersey 08088

15. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent, employee of the Participating Municipalities in his or her individual

capacity, and neither the officers, agents or employees of each of the Participating Municipalities or any official executing this Shared Services Agreement shall be liable personally on the Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

16. The terms of this Shared Services Agreement shall be construed and interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State.

IN WITNESS WHEREOF the Township of Waterford has caused this Shared Services Agreement to be executed in its name by the Mayor of the Township and the Township's official seal to be affixed hereto and such signature and seal to be attested to by the Clerk of the Township of Waterford; and

The Township of Shamong has caused this Shared Services Agreement to be executed in its name by the Mayor of the Township and the Township's official seal to be affixed hereto and such signature and seal to be attested to by the Clerk of the Township of Shamong.

By executing this Agreement, each Participating Municipality acknowledges that said Agreement has been duly authorized by proper Resolution, a copy of which is attached to this Agreement.

ATTEST:

Lori A. Briddell

TOWNSHIP OF WATERFORD

BY: [Signature]

ATTEST:

[Signature]

TOWNSHIP OF SHAMONG

BY: [Signature]