

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Cherry Hill Twp. COUNTY: Camden

RECIPIENT: Winslow Twp. COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

Brine Solution

EFFECTIVE DATE: 2/01/2018

EXPIRATION DATE: 12/31/2022

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 FOR THE SALE OF BRINE SOLUTION
BETWEEN THE TOWNSHIP OF WINSLOW AND THE TOWNSHIP OF
CHERRY HILL**

THIS AGREEMENT made this 26 day of FEB, 2018, shall be between the **WINSLOW TOWNSHIP** (hereinafter "WINSLOW"), having its principal place of business located at 125 South Route 73, Braddock, NJ 08037-9422, and **CHERRY HILL TOWNSHIP** (hereinafter "CHERRY HILL"), located at 820 Mercer Street, Cherry Hill, NJ 08002.

RECITALS:

WHEREAS, WINSLOW and CHERRY HILL have determined that the sale of "brine solution" to WINSLOW by CHERRY HILL will be beneficial and cost effective to all parties involved; and

WHEREAS, WINSLOW and CHERRY HILL intend, by virtue of this document, to set forth the terms and conditions of this Agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq. encourages and promotes local units working together in an effort to save taxpayer dollars and promote government efficiencies; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective governing bodies attached hereto and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Scope of Work. CHERRY HILL will sell "brine solution" to WINSLOW at a rate to be established annually as determined by CHERRY HILL's Director of Public Works. The Director will consider such factors as current pricing, labor costs, material costs, and utility increases in determining the annual rate. The Director shall inform WINSLOW of each year's rate on or about January 1 of each calendar year for the duration of this agreement. The rate for the current year shall be \$0.28 per gallon. See "Attachment A." WINSLOW will pick up the "brine solution" at 1 Perina Boulevard, Cherry Hill, NJ 08003. WINSLOW acknowledges that, at times, conditions may warrant that material will not be available for purchase from CHERRY HILL.

2. Term. This Agreement shall begin on February 1, 2018 and shall terminate on December 31, 2022.

3. Indemnification. Each party shall be responsible for and agrees to indemnify and hold the other party harmless from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries

or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the indemnifying party, its officers, agents or employees. The party seeking indemnification agrees to notify the other party as soon as practical of any third-party claim, demand or cause of action for which it will request indemnification. The indemnitee will provide indemnitor with the necessary information and assistance to defend such claim, demand or cause of action.

4. Agreements. This contract, including any attachment to it and documents therein included by reference, sets forth the entire understanding and agreement between CHERRY HILL and WINSLOW.

5. Law. This contract is made under and shall be governed by the laws of the State of New Jersey.

6. Agency. Except as provided otherwise herein, neither party shall act as the agent of the other and neither shall have the ability to bind the other without express written permission duly authorized by the appropriate governing body.

7. Notices. All notices hereunder shall be in writing and sent certified mail, return receipt requested to:

As to TOWNSHIP:

Robert N. Wright, Jr. Esquire
Law Department
Township of Cherry Hill
820 Mercer Street
Cherry Hill, NJ 08002

With a copy to:

Director of Public Works
Township of Cherry Hill
820 Mercer Street
Cherry Hill, NJ 08002

As to WINSLOW:

Director of Public Works
125 South Route 73
Braddock, NJ 08037-9422

8. Miscellaneous:

a. Shared Services

It is the intent of the parties that this Agreement be a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

b. Amendments

This Agreement may not be amended, altered or modified in any manner, except in writing signed by the parties.

c. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.

d. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. Entire Agreement

This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without CHERRY HILL's prior written permission.

g. Affirmative Action

The affirmative action provisions applicable to each public agency are incorporated herein and made part hereof.

h. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties have executed this contract on the last date written below.

CHERRY HILL TOWNSHIP

By 

Name Charles Cahn

Title Mayor

Date 02/26/2018

WINSLOW TOWNSHIP

By 

Name Barry M. Wright

Title Mayor

Date 2-14-2018

ATTEST:



NANCY L. SAFFOS, RMC

**NANCY L. SAFFOS, RMC
MUNICIPAL CLERK
TOWNSHIP OF CHERRY HILL**



**Deborah A. Iannaco
Municipal Clerk**

Attachment A

	Approximate Quantity	Unit Price (2018)
Brine Solution	N/A	\$0.28 per gallon

**TOWNSHIP OF WINSLOW
COUNTY OF CAMDEN
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING WINSLOW TOWNSHIP TO ENTER INTO
A SHARED SERVICES AGREEMENT WITH TOWNSHIP OF CHERRY
HILL FOR PROVIDING THE PURCHASE OF "BRINE SOLUTION"**

WHEREAS, the Township of Winslow is a Municipal Corporation and body politic duly organized and existing under the laws of the State of New Jersey for the purpose, among others, of ensuring the health, safety and welfare of its residents; and

WHEREAS, the Township of Cherry Hill has offered to provide for the sale of "Brine Solution" to the Township of Winslow that will be cost effective and efficient to purchase, and reimbursement for the cost of the Brine Solution as reflected in the Shared Services Agreement, attached hereto as Exhibit "A"; and

WHEREAS, in order for the Township of Winslow to participate in this Program it is necessary to enter into a Shared Services Agreement with the Township of Cherry Hill; and

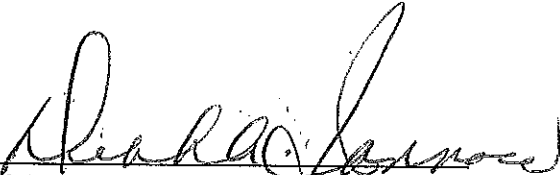
WHEREAS, the Shared Service Agreement provides for a term of four (4) years, and 11 months, beginning February 1, 2018 and terminating on December 31, 2022.

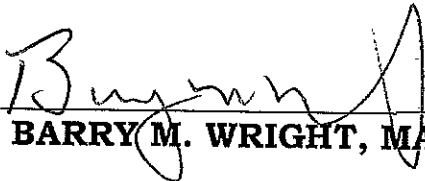
R-2018-065

WHEREAS, the Township of Winslow and Township of Cherry Hill agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of the Shared Services Agreement

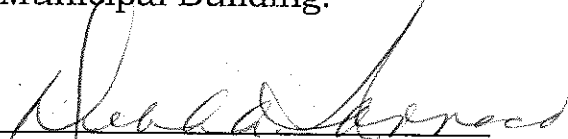
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Winslow that it hereby approves a **Shared Services Agreement with the Township of Cherry Hill for the purchase of Brine Solution**, subject to the review and approval of the Solicitor of the Township of Winslow.

Adopted: February 13, 2018


**DEBORAH A. IANNACO, RMC,
MUNICIPAL CLERK**


BARRY M. WRIGHT, MAYOR

Certified to be a true copy of a Resolution adopted by the Mayor and Township Committee of the Township of Winslow at a regularly scheduled meeting on **February 13, 2018** at the Winslow Township Municipal Building.


**DEBORAH A. IANNACO, RMC,
MUNICIPAL CLERK**

Dated: 3/14/2018

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