

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Township of Hamilton    COUNTY: Atlantic

RECIPIENT: Hamilton Township Board of Education    COUNTY: Atlantic

BRIEF DESCRIPTION OF SERVICE:

Storage Loading and Purchase of Road Salt
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EFFECTIVE DATE: March 1, 2017

EXPIRATION DATE: February 28, 2018

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 [EGG@dca.state.nj.us](mailto: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.

**TOWNSHIP OF HAMILTON**

**RESOLUTION 2017-0135**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT WITH  
HAMILTON TOWNSHIP BOARD OF EDUCATION –  
STORAGE, LOADING AND PURCHASE OF ROAD SALT**

**BE IT RESOLVED** by the Township Committee of the Township of Hamilton to approve execution of a Shared Services Agreement with Hamilton Township Board of Education regarding storage, loading and purchase of road salt from 3/1/17 through 2/28/18 and authorize Mayor to sign same.

<b>COMMITTEE MEMBER</b>	<b>MOTION</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
GUISHARD		x			
LINK	2	x			
SCHENKER		x			
SILVA	1	x			
MAYOR KURTZ		x			

Certified to be a true copy of a resolution which was adopted by the Township Committee of the Township of Hamilton, County of Atlantic on the 21<sup>st</sup> day of February, 2017



Rita Martino, RMC, CMR  
Township Clerk

*Township of Hamilton*  
6101 Thirteenth Street  
Mays Landing, New Jersey 08330



*New Jersey's Largest  
Municipality*

**AGREEMENT BETWEEN THE TOWNSHIP OF HAMILTON  
&  
THE HAMILTON TOWNSHIP BOARD OF EDUCATION**

This Agreement is dated as of the date set forth below by and between the Township of Hamilton ("Township") and the Hamilton Township Board of Education ("H.T.B.O.E.").

Pursuant to the New Jersey Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., H.T.B.O.E. and the Township as "local units" defined therein, are empowered to contract for the storage, loading and purchase of bulk road salt from the Township by H.T.B.O.E. The Township has the personnel, capacity and facilities otherwise to perform this contract on behalf of H.T.B.O.E., and it is the intent of the parties through this Agreement to establish the terms and conditions under which the Township shall provide storage and loading of road salt to H.T.B.O.E., including the extent of such services, and delineation of the parties' respective responsibilities in connection with such services.

**TERM** - The Township of Hamilton shall provide storage, loading and purchase of bulk road salt for a term of one (1) year, from March 1, 2017 through February 29, 2018. This term may be renewed at the conclusion of the term upon agreement of both parties, only by written agreement signed by both parties.

Notwithstanding the one (1) year term, either entity may terminate this agreement upon thirty (30) days' written notice to the other entity.

**I. SCOPE OF SERVICE**

- A. The scope of services provided for in this Agreement by the Township of Hamilton to H.T.B.O.E. shall be providing bulk road salt purchase from the Township of Hamilton, storage of the salt in the Township salt storage facility located at 5500 Atlantic Avenue, Mays Landing, and loading of the salt product into H.T.B.O.E.'s vehicles for their use at school facilities.
- B. **HOURS OF OPERATION** - H.T.B.O.E. may only pick up salt during a Township snow event. At no time shall Township of Hamilton employee be brought in on overtime specifically to provide salt under this contract.
- C. **SCHEDULE** - H.T.B.O.E. must contact the designated Public Works representative during regular business hours prior to a forecast storm to be assigned a PW Supervisor to contact for salt loading requests.

## **II. COST OF SERVICES**

- A. The cost of the salt will be based on actual purchase costs to the Township.
- B. For budgeting and operational purposes, H.T.B.O.E., immediately prior to entering this agreement and by October 1<sup>st</sup> of 2017 and each subsequent year during which the agreement is extended, must provide an estimate of the expected salt usage for their facilities for the upcoming contractual period.
- C. Within 30 days after the end of each calendar month during which the Township provided services as outlined in this Agreement, the Township of Hamilton will submit an invoice to H.T.B.O.E. for the preceding calendar month (the "billing" month).
- D. H.T.B.O.E. shall pay all invoices within 30 days of receipt. H.T.B.O.E. will not be obligated to pay a defective invoice until the defect is cured by the Township. H.T.B.O.E. shall have 30 days from the date of receipt of the corrected invoice to make the payment.
- E. Both parties to this agreement understand and acknowledge that the above described payments are for services rendered and do not represent any ownership interest in the products or equipment.

## **III. CONDITION OF USE**

- A. **INDEMNIFICATION** - H.T.B.O.E. shall indemnify, save harmless and defend the Township, its elected and appointed officials, its employees, agents, its volunteers and others working on behalf of the Township, from and against any and all claims, losses, costs, attorney fees, damages or injury including death and/or property loss, expense claims or demands rising out of or alleged to have been caused in any manner by defect in any equipment or material supplied under this agreement, or by the performance of any services under this agreement, including all suits or actions of every kind or description brought against the Township, either individually or jointly with H.T.B.O.E. for or on account of any damage or injury to any person or persons or property caused or alleged to have been caused by, or on account of, the performance of any service pursuant to or in connection with this agreement, or through any negligence or alleged negligence in safeguarding the servicer area, or through any act, omission or fault or alleged act, omission or fault of H.T.B.O.E., its employees, volunteers or agents or others under this Interlocal Services Agreement.
- B. **CANCELLATION** - H.T.B.O.E. must provide the Township with a minimum of thirty (30) days' notice prior to cancellation or changes in policy terms.
- C. **DAMAGES** - H.T.B.O.E. agrees to pay for the costs of any damage done beyond the normal wear and tear to the premises during the term of the Agreement as that damage may apply to their use.

**IV. HOLD HARMLESS / INDEMNITY AGREEMENT**

**A. HOLD HARMLESS**

To the fullest extent permitted by law, the Hamilton Township Board of Education agrees to defend, pay on behalf of, indemnify, and hold harmless the Township of Hamilton, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Township of Hamilton against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Township of Hamilton, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Township of Hamilton, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this activity.

Sign: Eric Aiken  
H.T.B.O.E.

\_\_\_\_\_  
Township of Hamilton

Print: Eric Aiken  
H.T.B.O.E.

\_\_\_\_\_  
Township of Hamilton

Anne Marie Fala  
ANNE-MARIE FALA

IN WITNESS THEREOF, the parties hereto have executed this Agreement this 2/27 day of 2017.

**ATTEST:**

**TOWNSHIP OF HAMILTON**

Rita Martino  
Rita Martino, Township Clerk

John Kurtz  
By: Mayor John Kurtz

**ATTEST:**

**HAMILTON TOWNSHIP BOARD OF EDUCATION**

Caree Beaver  
H.T.B.O.E.

Eric Aiken  
By: