

**SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
MUNICIPALITY OF MERCHANTVILLE**

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq., entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (County), and the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville. The date of execution of this Agreement is the 23rd day of November, 2009 .

WITNESSETH:

WHEREAS, the County of Camden seeks to provide for the efficient and effective removal of snow on County roads throughout the County of Camden; and

WHEREAS, the County recognizes that certain Camden County municipalities may be able to remove snow from designated County roadways within their respective municipalities at the earliest possible time, during the course of or immediately following a snow storm; and

WHEREAS, the Board of Chosen Freeholders of the County of Camden is desirous of entering into a Shared Services Agreement with the Municipality for the provision of snow removal from designated County roads in exchange for pro-rated allotments of road salt and/or calcium (hereinafter "materials"); and

WHEREAS, by resolutions adopted the Camden County Board of Chosen Freeholders, the proper County officials were authorized to execute an appropriate Agreement with the Municipality; now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. TERM

This agreement shall be for a period of one (1) year following its execution and shall be able to be terminated upon ten (10) days written notice by either party to the other.

2. DEFINITIONS

The term "winter storm" as used in this agreement shall refer to ice or snow accumulation on roadways in Camden County which:

1. Is the subject of a "winter storm" declared by the Director of the Camden County Department of Public Works and/or his designee, which results in the mobilization of salting or plowing procedures by the County on County Roads.

3. MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall provide for municipal snow plowing, salting and sanding (hereinafter "maintenance"), curb to curb of County roads, during and immediately after each winter storm of the "2009-2010" storm season. Maintenance shall be for the duration of each winter storm and for the 24-hour period immediately after the end of precipitation (hereinafter "treatment period"). Maintenance shall be performed by the Municipality, on an as needed basis, at the request of and under the direction of the County's Department of Public Works or other agency responsible for storm operations. Additional maintenance shall be undertaken by the Municipality in accordance with the standards set for each winter storm by the County Department of Public Works as measured by the maintenance undertaken on County roads similar to those located within the Municipality, for which the County retains direct storm maintenance responsibility. The County Department of Public Works shall, facsimile or telephone, advise the Municipality of the need for additional maintenance services required of the Municipality on County roads, which are the subject of this agreement.

It is imperative that the municipality contact the Camden County Department of Public Works immediately upon maintenance obligations. Municipalities must contact the Camden County Department of Public Works at any time throughout the day or night by calling the County's 24-hour telephone system at (856) 566-2980.

In accordance with the County's reimbursement obligations (as outlined in # 4-County's Responsibilities), all municipalities that are due any reimbursement in the form of salt or calcium shall be responsible to collect all materials no later than June 30, 2010. Failure to collect reimbursement materials by June 30, 2010 shall result in forfeiture of the materials by the Municipality and there will be no other reimbursement made.

4. COUNTY'S RESPONSIBILITIES

For each winter storm, the County shall reimburse the Municipality in the form of salt or calcium (hereinafter "materials") valued at \$200.00 per linear mile of road surface maintained. The final determination on the type of material to be allotted shall be in the discretion of the County. Within 5 days following the 24 hour period after the end of each winter storm, the Municipality shall complete the form provided by the County, and identify all services rendered for reimbursement for each storm. Material reimbursements shall be based upon the per linear mile maintained during each treatment period applicable with each winter storm regardless of the number of times plowing, salting or sanding was undertaken during the treatment period. Material shall be available to the Municipality for pick up at one of the County's five (5) storage facilities, as per the designation of the Camden County Department of Public Works. *The parties understand and agree that nothing in this agreement shall obligate the County to provide anything beyond that which is provided for in this agreement.*

All municipalities may, upon written request to the Director of Public Works, access the County's weather service.

5. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-1 et seq., if any party performing a service on behalf of another party or parties to this agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the agreement for the work to be performed by a private contractor under such agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40 A: 11-1 et seq.).

6. AUDIT

Pursuant to the Single Audit Act of 1984, the Municipality agrees to permit the County and/or its agents to examine any and all records relevant to this agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports, and documents relative to this agreement.

7. **RIGHT TO INSPECT**

The Municipality shall permit the County or its authorized representative to make visits to the site or sites where the specified services are being provided for the purpose of assuring the Municipality's compliance with the terms of this agreement.

8. **INDEMNIFICATION**

The Municipality shall indemnify, hold harmless and defend the County, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this agreement.

9. **INSURANCE**

The Municipality shall provide and maintain during the term of this agreement adequate insurance coverage for the services to be performed pursuant to this agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance.

10. **NOTICE**

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the County by directing the same to the Director of Public Works, Charles J. DePalma Complex, Egg Harbor Road, Lindenwold, New Jersey 08021 and to the Municipality by directing the same to the Municipal Clerk.

11. **MISCELLANEOUS**

The following provisions shall apply to this agreement:

a. **Construction of this Agreement**

The parties acknowledge that this agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. **Amendments**

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

c. **Headings**

This section any other headings contained in this agreement are for references 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 the County's prior written permission.

g. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. Americans with Disabilities Act

The American with Disabilities Act provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

i. Funding

This agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

j. 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.

k. Binding Agreement

This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this agreement.

ATTEST:

COUNTY OF CAMDEN

CLERK, BOARD OF
CHOSEN FREEHOLDERS

ROSS ANGILELLA
COUNTY ADMINISTRATOR

WITNESS:

BOROUGH OF MERCHANTVILLE

Denise L. Brouse
CLERK, BOROUGH OF MERCHANTVILLE

Frank M. North
Title: MAYOR

