

Shared Services Agreement
Delran Township and Riverside Township

This agreement made on this 2nd day of August 2016 by and between the Township of Delran with offices located at 900 Chester Avenue, Delran, New Jersey 08075 (hereinafter known as "Delran"), and the and the Township of Riverside with offices located at 237 S. Pavilion Avenue, Riverside, New Jersey 08075 (hereinafter known as "Riverside").

Witness whereas, the parties have authorized and approved this agreement, Delran by Resolution No. 2016-138 on 8/2/16 and Riverside by Resolution No. 2016-69 on June 20, 2016 pursuant to the Shared Services Act N.J.S.A. 40A:65-1 et. seq.

Whereas, the parties sharing wish to reach an agreement between Delran and Riverside regarding the purchase and storing of rock salt by Delran for use by Riverside.

WHEREAS, N.J.S.A. 40A:65-1 et. seq. authorizes Delran and Riverside to enter into a contract for the joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction and Delran has evidenced its approval to enter into the agreement by authorization of Resolution No. 2016-138 dated 8/2/16 (a copy of which is attached hereto as Schedule A) and Riverside has evidenced its approval to enter into the agreement by authorization of Resolution No. 2016-69 on June 20, 2016 (A copy of which is attached hereto as Schedule B).

Now therefore and in consideration of the mutual promises, covenants, and conditions contained herein, the parties hereby agree as follows and pertinent to the specific agreement:

RESPONSIBILITIES AND OBLIGATIONS

- 1) Purchase of Rock Salt. Upon receipt of both funds in full and an order for the purchase of rock salt from Riverside, Delran will purchase rock salt for Riverside's use pursuant to Riverside's order. Riverside shall provide Delran with its purchase order and all funds necessary to complete said order at least ten (10) days prior to Riverside's expected pick up of the rock salt. Delran shall not be liable for delays in the purchase of rock salt caused by third-parties.
- 2) Storing of Rock Salt. Delran shall store the rock salt purchased pursuant to this agreement in Delran's salt silo.
- 3) Transport of Rock Salt. Riverside shall notify Delran as to the date and time Riverside wishes to pick up the rock salt purchased pursuant to this Agreement from the salt silo. Riverside may use Delran's loading equipment to load its rock salt onto Riverside's trucks. Riverside may only pick up the rock salt which it has ordered and for which it has fully paid. Riverside may only pick up the rock salt designated by Delran for Riverside's use and Riverside may not pick up any other Rock salt, including Delran's rock salt, located in the salt silo.
- 4) Payment. Riverside shall pay Delran for all rock salt to be purchased at the time Riverside delivers its purchase order to Delran. Charges to Riverside for rock salt will be calculated on approximation of the cost to Delran in purchasing the rock salt. Payment shall be made within thirty days of the receipt of invoice. In the event that the cost of purchasing rock salt from Delran's vendor changes, Delran shall notify Riverside as soon as practicable.
- 5) Term. The term of this agreement is for a period of one year beginning on September 2016 and ending on August 30, 2017. However, Delran and Riverside have the option of renewing to the

agreement for additional years upon the execution by all parties of a new Shared Services Agreement.

6) Mutual Cooperation. Delran and Riverside agree to mutually cooperate with one another in the provision of the services described in this agreement.

7) Indemnification. Delran and Riverside shall indemnify and shall hold each other, the members of their governing bodies and their officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed for or on behalf of the other party under the terms of this agreement.

8) Insurance. At all times during the term of this Shared Services Agreement, Delran and Riverside shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to this Agreement as Delran and Riverside shall determine to be reasonably required. Delran and Riverside shall be obligated to pay for the cost of their own insurance.

7) Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to this agreement, or the breach thereof, shall be settled by mediation in accordance with the following terms:

a. Contract Performance Pending Mediation. During mediation proceedings, Delran and Riverside shall continue to perform according to the terms described in this Agreement.

b. When Mediation May be Demanded. Prior to either party submitting a demand for mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

i) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;

ii) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this agreement to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

c. Procedure to Request Mediation. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot.

d. Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

e. Cost of Mediation. Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

f. Failure of Mediation. If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, any party may submit the dispute to the Superior Court of New Jersey, Burlington County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

8) No Additional Waiver Implied by One Waiver. In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

9) No Personal Liability. No covenant, condition or agreement contained in this agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either Delran or Riverside, in his or her individual capacity, and neither the officers, agents or employees of Delran or Riverside nor any official executing this agreement shall be liable personally on this agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this agreement.

10) Amendment. This agreement may not be amended or modified for any reason without the express prior written consent of Delran and Riverside.

11) Successors and Assigns. This agreement shall inure to the benefit of and shall be binding upon Delran and Riverside and their respective successors and assigns.

12) Severability. In the event that any provision of this 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.

13) Counterparts. This agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

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

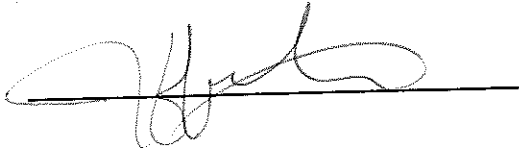
15) Further Assurances and Corrective Instruments. Delran and Riverside shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of services to be provided or to correct any inconsistent or ambiguous term hereof.

16) Headings. The Article and Section headings in this agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this agreement.

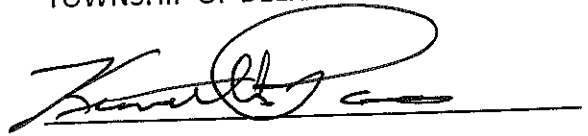
17) Non-Waiver. It is understood and agreed that nothing which is contained in this agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this agreement.

18) Governing Law. The terms of this agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

ATTEST

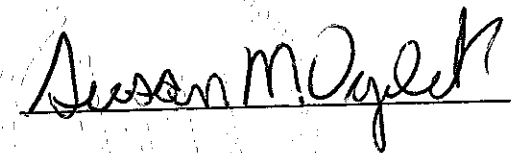


TOWNSHIP OF DELRAN

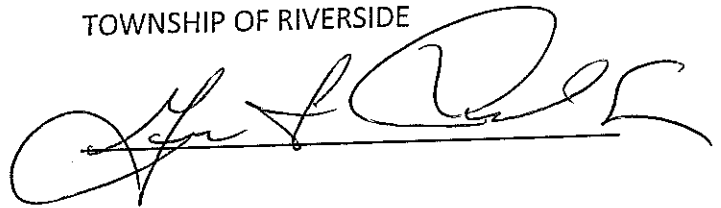


Dated: 8/5/16

ATTEST



TOWNSHIP OF RIVERSIDE



Dated: 6/23/16

**TOWNSHIP OF RIVERSIDE
RESOLUTION NO. 2016-#69**

**A RESOLUTION OF THE TOWNSHIP OF RIVERSIDE AUTHORIZING A
SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DELRAN FOR
THE MUTUAL PURCHASE OF ROCK SALT AND USAGE OF A SALT
STORAGE FACILITY WITHIN THE CORPORATE BOUNDARIES OF THE
TOWNSHIP OF DELRAN**

WHEREAS, municipalities are authorized by the "Shared Services Act," N.J.S.A 40A:65-4 to enter into any contract with a joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

WHEREAS, the Township of Riverside recognizes that it is in its best interest economically, and will realize a benefit by entering into a Shared Service Agreement with the Township of Delran for the purposes of purchasing rock salt and utilizing a salt storage barn within the corporate boundaries of the Township of Delran; and

WHEREAS, the Township of Delran has within its boundaries a rock salt storage barn; and

WHEREAS, the Township of Delran and the Township of Riverside would receive mutually beneficial pricing on the purchase of rock salt and the costs associated with operating a rock salt storage barn; and

WHEREAS, the Township of Riverside has agreed to pay the Township of Delran a prorated sum of the cost of rock salt purchased on behalf of all municipalities purchasing rock salt to be stored in the Delran Township Salt Storage Barn; and

WHEREAS, the Township of Riverside and the Township of Delran intend by virtue of this document to set forth the terms and conditions of the attached agreement; and

WHEREAS, the parties have agreed to participate as documented in the Shared Service Agreement between the Township of Riverside and the Township of Delran, establishing the respective rights and obligations of the parties regarding the Shared Service Agreement; and

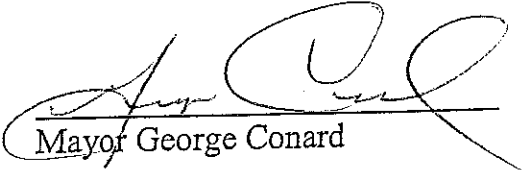
NOW THEREFORE, BE IT RESOLVED by the Township Committee for the Township of Riverside as follows:

1. The Mayor and Township Administrator are authorized and directed to execute a Shared Service Agreement with the Township of Delran for the

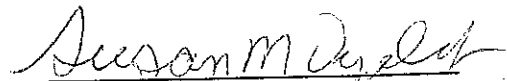
purpose of purchasing and storing rock salt in the Township of Delran; as approved, in final form, by the Township Solicitor.

2. The Township Administrator and Municipal Clerk are authorized and directed to take any and all further steps necessary to implement the terms of the Shared Service Agreement.

Dated: 6/23/16


Mayor George Conard

Dated: 6/23/16


Susan Dydek, Township Clerk

**TOWNSHIP OF DELRAN
RESOLUTION 2016-138**

**A RESOLUTION AUTHORIZING A SHARED SERVICE
AGREEMENT BETWEEN THE TOWNSHIP OF DELRAN AND THE
TOWNSHIP OF RIVERSIDE FOR THE MUTUAL PURCHASE OF ROCK SALT
AND USAGE OF THE TOWNSHIP'S SALT STORAGE FACILITY BY THE
TOWNSHIP OF RIVERSIDE**

WHEREAS, municipalities are authorized by the "Shared Services Act," N.J.S.A. 40A:65-4 to enter into any contract with a joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

WHEREAS, the Township of Delran and the Township of Riverside have agreed to enter into a Shared Service Agreement for the purpose of purchasing rock salt and allowing the Township of Riverside usage of the Township of Delran's salt storage barn; and

WHEREAS, the Township of Delran and the Township of Riverside would receive mutually beneficial pricing on the purchase of rock salt and the costs associated with operating a rock salt storage barn; and

WHEREAS, the Township of Riverside has agreed to pay the Township of Delran a prorated sum of the cost of rock salt purchased on behalf of all municipalities purchasing rock salt to be stored in the Delran Township Salt Storage Barn; and

WHEREAS, the Township of Delran and the Township of Riverside intend by virtue of this document to set forth the terms and conditions of the attached agreement; and

WHEREAS, the parties have agreed to participate as documented in the Shared Service Agreement between the Township of Delran and the Township of Riverside, establishing the respective rights and obligations of the parties regarding the Shared Service Agreement; and

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Delran as follows:

1. The Mayor and Township Administrator are authorized and directed to execute a Shared Service Agreement with the Township of Riverside for the purpose of purchasing and storing rock salt by the Township of Riverside in the Township of Delran.

2. The Township Administrator and Municipal Clerk are authorized and directed to take any and all further steps necessary to implement the terms of the Shared Service Agreement.

Dated: August 2, 2016

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Delran held on the 2nd day of August 2, 2016 at the Municipal Building, 900 Chester Avenue, Delran, New Jersey.



JAMEY EGGERS, TOWNSHIP CLERK

**TOWNSHIP OF RIVERSIDE
RESOLUTION NO. 2016-#69**

**A RESOLUTION OF THE TOWNSHIP OF RIVERSIDE AUTHORIZING A
SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DELRAN FOR
THE MUTUAL PURCHASE OF ROCK SALT AND USAGE OF A SALT
STORAGE FACILITY WITHIN THE CORPORATE BOUNDARIES OF THE
TOWNSHIP OF DELRAN**

WHEREAS, municipalities are authorized by the "Shared Services Act," N.J.S.A 40A:65-4 to enter into any contract with a joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

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WHEREAS, the Township of Riverside and the Township of Delran intend by virtue of this document to set forth the terms and conditions of the attached agreement; and

WHEREAS, the parties have agreed to participate as documented in the Shared Service Agreement between the Township of Riverside and the Township of Delran, establishing the respective rights and obligations of the parties regarding the Shared Service Agreement; and

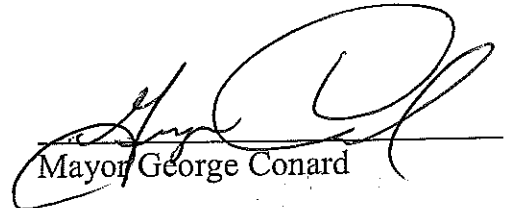
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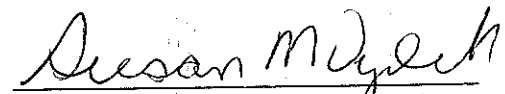
purpose of purchasing and storing rock salt in the Township of Delran, as approved, in final form, by the Township Solicitor.

2. The Township Administrator and Municipal Clerk are authorized and directed to take any and all further steps necessary to implement the terms of the Shared Service Agreement.

Dated: 6/23/16


Mayor George Conard

Dated: 6/23/16


Susan Dydek, Township Clerk