

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

PROVIDER: COUNTY OF WARREN COUNTY: WARREN

RECIPIENT: TOWN OF HACKETTSTOWN COUNTY: WARREN

**BRIEF DESCRIPTION OF SERVICE:**

Utilization of County equipment/employees in case of emergency, equipment failure, etc.

EFFECTIVE DATE: 11/1/16

EXPIRATION DATE: 10/31/21

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT unknown

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.

RESOLUTION

On motion by Councilperson Sheldon, seconded by Councilperson Tynan, the following resolution was adopted by the Town Council at a meeting held on September 8, 2016.

RESOLUTION AUTHORIZING MASTER PUBLIC WORKS SHARED SERVICES AGREEMENT FOR SHARING PUBLIC WORKS EQUIPMENT BETWEEN THE COUNTY OF WARREN

WHEREAS, The Town of Hackettstown may be desirous of utilizing public works equipment and public works employees provided by the County to provide public works services, general maintenance and related services; and

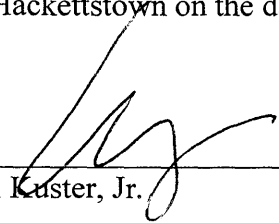
WHEREAS, the County of Warren is desirous of providing those services to the Town of Hackettstown in accordance with the terms of an agreement, a copy of which is on file with the Clerk of the Town; and

WHEREAS, the Uniform Shared Services & Consolidation Act (N.J.S.A. 40a:65-1 et seq.) empowers the County of Warren and the Town of Hackettstown to enter into such an agreement.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the Town of Hackettstown does hereby authorize the Mayor and Clerk of the Town to execute agreements.

Roll Call Vote: Yes – DiMaio, Engelau, Kunz, Lambo, Sheldon and Tynan

I hereby certify the above to be a true copy of a resolution adopted by the Common Council of the Town of Hackettstown on the date above mentioned.

  
\_\_\_\_\_  
William Kuster, Jr.

Town Clerk/Administrator

**WARREN COUNTY SHARED SERVICES AGREEMENT  
FOR SHARING WARREN COUNTY DEPARTMENT OF PUBLIC WORKS - ROAD  
DIVISION EQUIPMENT AND PERSONNEL BETWEEN WARREN COUNTY  
MUNICIPALITIES AND THE COUNTY OF WARREN**

**AGREEMENT**

**AGREEMENT**, made this 8 day of September, 2016 by and between the County of Warren, Wayne Dumont, Jr. Administration Building, 165 Route 519 South, Belvidere, New Jersey 07823 (hereinafter referred to as the "County") and any municipality in Warren County that adopts a similar Warren County Department of Public Works – Road Division Shared Services Agreement Resolution, hereinafter referred to as the "Designated Municipalities".

**WITNESSETH:**

**WHEREAS**, Warren County is desirous of occasionally sharing County DPW equipment and County DPW personnel with the municipalities in accordance with the terms of this Agreement; and

**WHEREAS**, the Uniform Shared Services & Consolidation Act (N.J.S.A. 40A:65-1 et seq.) authorizes and empowers the County to enter into the Agreement.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

1. Scope of Services

The County agrees to occasionally lend equipment from the County to municipalities during emergencies, as backup in case of breakdowns, as secondary support equipment for extra large projects and for efficiency and effectiveness of operations.

The Equipment that the County is willing to lend is listed in "Schedule A" which is attached to the Agreement. The fees for lending this equipment and/or utilizing County employees are listed on "Schedule A".

The County reserves the right to update the "Schedule A" on a yearly basis to adjust equipment and hourly rates accordingly.

It must be clearly understood by all parties concerned that the County equipment must be available for County projects whenever needed. Therefore, the equipment listed on "Schedule A" attached will only be available whenever not in use or scheduled to be used for a County project and then, it will only be made available at the sole discretion of the Warren County contact person.

2. Term

This Agreement shall extend from **November 1, 2016 to October 31, 2021**. Either party may cancel this Agreement upon thirty (30) days' written notice to others.

3. Compensation

The County will be paid and the Municipality will pay the County of Warren for equipment and personnel rental services at an hourly rate for time and type of equipment provided based upon the fee schedule which is attached as Schedule A. The Equipment Return Inspection Sheet shall be completed after the completion of any project so the County can provide an itemized bill to the Municipality along with a signed voucher on a monthly basis. The Municipality agrees to promptly process the County's vouchers for payment and to pay all bills within forty-five (45) days of submission by the County.

The common billable measurement will be hourly, broken down into half-hours for both equipment and personnel. However, at the discretion of the contact person, charges may be rounded to half-day (4 hours) or full-day (8 hours) charge.

4. Contact Person

The Municipality agrees to appoint a person to act as a liaison to serve as the Contact Person with the County in order to support and facilitate the orderly and efficient distribution of equipment requests and related information to the County's Road Supervisor. An attached Equipment/Personnel Request Form shall be submitted by the Municipal Contact Person for scheduling purposes to the County Road Supervisor.

5. Effective Date

This Agreement shall become effective upon passage of any authorizing resolution by the Municipality.

6. Level of Service

The County agrees to provide all services in a professional and workmanlike manner.

7. Power and Authority of County

The County, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities and obligations under the contract.

8. Other Agreements

The County reserves the right to enter into any other contracts with other public or private entities for the performance of any services which may be included within the scope of services provided in this Agreement.

9. Dispute of Payment

In the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph 3 shall be paid.

10. Indemnification

Each Municipality and the County hereby indemnifies and holds the other harmless against all losses, claims or liabilities of any kind (including reasonable attorney's fees and costs) for personal injury or property damages arising out of the actions taken by either party pursuant to this Agreement.

11. Insurance

During the term of this Agreement, the County will keep in force at its expense, (i) public liability insurance including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of \$100,000.00. The Municipality shall provide the County with a Certificate of Insurance naming the County as additional insured and stating that said policy cannot be cancelled except on thirty (30) days' notice to the County.

12. Miscellaneous

This Agreement may only be modified in writing, duly authorized, signed and forwarded to the Mayor of each Municipality. All notices, statement or other documents required by this Agreement shall be hand-delivered or mailed to the following addresses:

**FOR THE MUNICIPALITY:**

Township of Allamuchy:

292 Alphano Road, PO Box A, Allamuchy, NJ 07820

Borough of Alpha:

1001 East Boulevard, Alpha, NJ 08865

Town of Belvidere:

691 Water Street, Belvidere, NJ 07823

Township of Blairstown:

106 Route 94, Blairstown, NJ 07825

Township of Franklin:

2093 Route 57, PO Box 547, Broadway, NJ 08808-5803

Township of Frelinghuysen:

PO Box 417, Main Street, Johnsonburg, NJ 07846

Township of Greenwich:

321 Greenwich Street, Stewartsville, NJ 08886

Town of Hackettstown:

215 Stiger Street, Hackettstown, NJ 07840

Township of Hardwick:

40 Spring Valley Road, Hardwick, NJ 07825

Township of Harmony:

3003 Belvidere Road, Phillipsburg, NJ 08865

Township of Hope:

PO Box 284, 407 Hope-Great Meadows Road, Hope, NJ 07844

Township of Independence:

286-B Route 46, PO Box 164, Great Meadows, NJ 07838

Township of Knowlton:

628 Route 94, Columbia, NJ 07832

Township of Liberty:

349 Mountain Lake Road, Great Meadows, NJ 07838-9727

Township of Lopatcong:

232 S. Third Street, Morris Park, Phillipsburg, NJ 08865

Township of Mansfield:

100 Port Murray Road, Port Murray, NJ 07865

Township of Oxford:

11 Green Street, PO Box 119, Oxford, NJ 07863

Town of Phillipsburg:

675 Corliss Avenue, Phillipsburg, NJ 08865

Township of Pohatcong:  
50 Municipal Drive, Phillipsburg, NJ 08865

Borough of Washington:  
100 Belvidere Avenue, Washington, NJ 07882-1426

Township of Washington:  
211 State Route 31 North, Washington, NJ 07882

Township of White:  
555 CR 519, Belvidere, NJ 07823

**FOR THE COUNTY:**

Warren County Department of Public Works – Road Division  
John P. Tate, Sr., County Supervisor of Roads  
185 County Route 519 South  
Belvidere, NJ 07823-1931

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and approved by the Warren County Board of Chosen Freeholders.

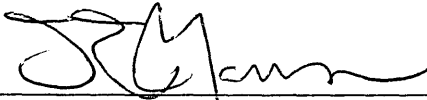
15. Severability

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any Court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

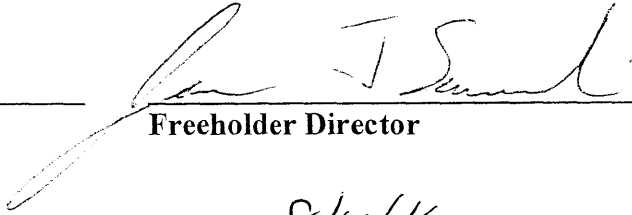
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE COUNTY OF WARREN



County Administrator



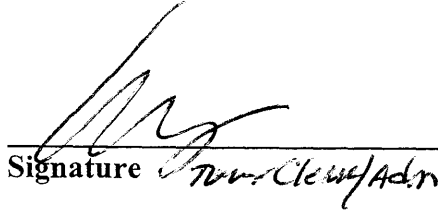
Freeholder Director

Date: 8/11/16

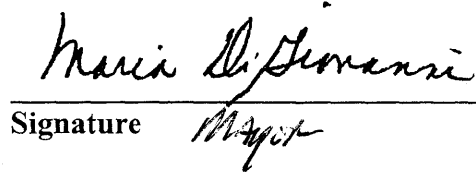
Date: 8/11/16

ATTEST:

Town of Hackettstown  
NAME OF MUNICIPALITY



Signature *Town Clerk/Adm*



Signature *Maria DiStomasi*

Date: 9-12-16

Date: 9-12-16