

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Somerset COUNTY: Somerset

RECIPIENT: Township of Warren COUNTY: Somerset

BRIEF DESCRIPTION OF SERVICE:

ambulatory and accessible transportation services to Warren Township residents.

EFFECTIVE DATE: April 12, 2015

EXPIRATION DATE: December 31, 2016

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.

TRANSPORTATION SERVICE CONTRACT

THIS AGREEMENT, made this ~~12~~ day of *April*, 2015 by and between the Township of Warren, 46 Mountain Boulevard, Warren, New Jersey 07059 (hereinafter referred to as "Township") and COUNTY OF SOMERSET, DIVISION OF TRANSPORTATION, P. O Box 3000, Somerville, New Jersey 08876 (hereinafter referred to as "County").

1. *Service Provided.* County hereby agrees to provide ambulatory and accessible transportation services to Warren Township residents to destinations determined by the Township, including but not limited to shopping centers, food shopping and club meetings and trips within Somerset County. Shopping trips outside of Somerset County, but not more than 30 miles from Warren Township and within the State of New Jersey, are also included in this service. Said transportation services will be in addition to the services already provided by the Somerset County Division of Transportation to Township residents. Transportation service will be provided to the Township Wednesdays with service available to the residents between the hours of 8:30 am and 4:30 pm.

Transportation services are to be provided via a 10 passenger to 16 passenger accessible bus, which shall be provided by the County. The County shall also provide the driver, necessary driver training, vehicle maintenance, liability insurance, workman's compensation, fuel and other necessary and incidentals to providing the transportation service. The Township shall incur no cost other than those provided for in this Agreement associated with the provision of said service

2. *Payment.* The parties agree that during the term of this Agreement, the township shall make monthly payments to the County. Said payments shall be based upon receipt of a voucher, invoices and report. The report shall, in a level of detail acceptable to the Township, describe the number of users, the number of trips and the nature of the trips taken by those utilizing the service. Said report shall be submitted by the County by the 15th day of each month.

The monthly payment shall be submitted by the Township to the County by the 10th of the following month. The payment shall be based upon the hourly rate of the bus driver shall include the costs of owning and operating the bus as referenced in section 1 of this Agreement, including but not limited to vehicle maintenance, fuel, insurance and the County scheduling and dispatching service. It is agreed by the parties that in no event shall the Township be obligated to pay more than \$15,657 during the 12 month term of this Agreement for the services rendered pursuant to this Agreement.

3. *Term of Agreement.* The term of this Agreement shall be from January 1 through December 31, 2016.

4. *Township Responsibilities.*

(A) It shall be the responsibility of Township to notify residents of the availability of this service and the limitations on hours and days of the week. It shall be the responsibility of the residents to follow the "no-show" policy of the County of Somerset, a copy of which is attached. Individual residents must contact the Division of Transportation and register as a passenger in order to make use of said transportation service.

(B) It the responsibility of the resident to notify the Somerset County Division of Transportation if they cancel their appointment and do not require County transportation service as previously arranged. Cancellations may be made up to one (1) hour prior to scheduled pick-up time. All trips not cancelled within this time frame will result in a documented no-show occurrence.

5. *Cancellation.* The County of Somerset hereby reserves the right to cancel transportation service for one and/or more days in the event of severe inclement weather or other conditions, including but not limited to such conditions as flooding, ice or snow which affects Somerset County's ability to perform under the terms and conditions of this Agreement. Any and all appointments that are cancelled may be rescheduled for a mutually convenient time. The County is to notify the Township when weather prohibits safe transportation so that transportation services need to be cancelled. Notice of cancellation shall be provided as soon as practicable by the County to the Township. No notification shall be made to individual passengers as all announcements are made through the local radio stations of MAGIC 98.3 FM and WCTC 1450 AM.

6. *Assignment.* Neither the County nor the Township shall assign, sublet or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Township.

7. The County and the Township each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this Agreement. The parties hereby agree to save and hold harmless the other from any and all injuries to person and property resulting from the provision and utilization of the services described in this Agreement. If injuries to person or property are caused by an act of gross negligence then the protections afforded by this section shall not apply.

8. The terms of this Agreement shall be construed and interpreted and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

9. Termination Clause: Either party may terminate this Agreement, without cause, upon ten (10) days written notice to the other.

10. Meetings: Representatives from the County shall be made available to meet with representatives of the Township, as designated by the Township Administrator as requested, to assess the operation of said transportation services and address any issues associated with said service.

IN WITNESS WHEREOF, the County of Somerset has caused this instrument to be executed by the Director of the Board of Chosen Freeholders pursuant to the Resolution that said County passed for said purpose, and the Township has caused this Agreement to be signed by its proper corporate officers as of the day and year first written above.

ATTEST:

COUNTY OF SOMERSET

Kathye Quick
Kathye Quick, Deputy Clerk

Patricia L. Walsh
Patricia L. Walsh, Freeholder Director

Signed, Sealed and Delivered
in the Presence of

Township of Warren

Patricia A. DiRocco
PATRICIA A. DiRocco, RMC
Township Clerk

BY: *George K. Lazo*
George K. LAZO, MAYOR





Handwritten signature in blue ink.

RESOLUTION NO. 2016-67

**AUTHORIZING RENEWAL OF CONTRACT WITH COUNTY OF SOMERSET
TRANSPORTATION SERVICES FOR SENIOR CITIZENS**

WHEREAS, there exists a need to provide bus transportation services to the senior citizens of Warren Township, who may be without driver's licenses or other means of private transportation; and

WHEREAS, the Township and the County of Somerset have previously entered into a Contract for the County to provide the aforesaid transportation services every year since 2002; and

WHEREAS, the County of Somerset, through its Division of Transportation, has indicated a willingness to renew the aforesaid contract for the term January 1, 2016 through December 31, 2016 in the amount of no more than \$15,657.00; and

WHEREAS, the renewal contract has been reviewed by the Township Attorney and found to be acceptable; and

WHEREAS, a certificate showing the availability of funds for this contract in accordance with N.J.A.C. 5:30-14.5 has been provided by the Chief Financial Officer and is made a part hereof indicating that the appropriation for the within expenditure is charged to account # 6-01-28-372-6399;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Warren, County of Somerset, and State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the Agreement with the County of Somerset, Division of Transportation for the providing of bus transportation services for the senior citizen residents of the Township of Warren in accordance with the provisions of the Contract.
2. A true copy of this resolution and two (2) copies of the contract shall be forwarded to the Somerset County Freeholders for execution.

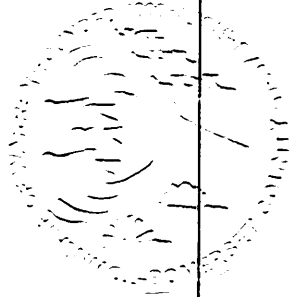
INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
✓		MARION	✓			
		DINARDO	✓			
		SORDILLO	✓			
	✓	GARAFOLA	✓			
		LAZO	✓			

CERTIFICATION

I, Patricia A. DiRocco, RMC, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on February 25, 2016.

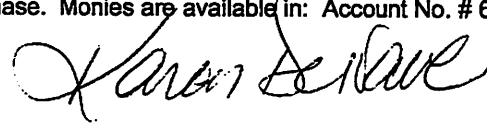


Patricia A. DiRocco, RMC,
Township Clerk



Chief Financial Officer's Certification

I, Karen DeNave, Chief Financial Officer of the Township of Warren, hereby certify that adequate funds are available for the above referenced purchase. Monies are available in: Account No. # 6-01-28-372-6399



Date: February 25, 2016

Karen DeNave, Acting Chief Financial Officer

