

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

PROVIDER: Morris County Cooperative COUNTY: Morris

RECIPIENT: Sussex County COUNTY: Sussex

**BRIEF DESCRIPTION OF SERVICE:**

Provide savings on various goods and services through the cooperative public bidding process.

EFFECTIVE DATE: 10/1/2016

EXPIRATION DATE: 9/30/2021

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.



MORRIS COUNTY COOPERATIVE PRICING COUNCIL

A SHARED SERVICES SUCCESS STORY SINCE 1974

Morris County Cooperative Pricing Council  
502 Millbrook Avenue, Randolph, NJ 07869-3799  
Tel: (973) 989.7059 • Fax: (973) 989.7076

**MORRIS COUNTY COOPERATIVE PRICING COUNCIL AGREEMENT**

THIS AGREEMENT, made this 30 day of August, 2016 by and between

Hampton Township  
1 Rumsey Way  
Newton, NJ 07860

("Contracting Unit")

and:

**MORRIS COUNTY COOPERATIVE PRICING COUNCIL, by the TOWNSHIP OF RANDOLPH**, a Municipal Corporation of the State of New Jersey 07869-3799, Acting as Lead Agency for the Morris County Cooperative Pricing Council.

("MCCPC")

**WITNESSETH:**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a cooperative pricing agreement for the purchase of work, materials and supplies; and

**WHEREAS**, the MCCPC was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of educations, and other public bodies located in the County of Morris and adjoining counties; and

**WHEREAS**, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

**WHEREAS**, the Contracting Unit is desirous of entering into said Agreement to join or renew membership in the MCCPC.

**NOW, THEREFORE, IN CONSIDERATION** of the promises and of the covenants, terms and conditions herein set forth, it is mutually agreed as follows:

1. The term of this Agreement shall be from **OCTOBER 1, 2016** to **SEPTEMBER 30, 2021**, subject to the approval of the Division of Local Government Services. Each Contracting Unit shall execute a separate, identical Agreement with the MCCPC establishing or renewing its membership with the MCCPC. All parties shall have approved the within Agreement by Ordinance or Resolution as appropriate. An executed Agreement and authorizing Ordinance or Resolution shall be submitted to the Lead Agency. Any party to this Agreement shall give written notice to the Lead Agency of its intention to terminate its participation in the MCCPC by August 31<sup>st</sup> of any year during the Agreement term. Said termination shall be effective on October 1<sup>st</sup> following said notice. The withdrawal of any member in the MCCPC shall not invalidate the Agreement.
2. The MCCPC shall be administered by the Lead Agency. The Lead Agency is hereby designated as Randolph Township. The Lead Agency shall prepare bid specifications, advertise for bids, receive and evaluate bids and award contracts pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.
3. The Lead Agency shall have sufficient funds to enable it to administer the MCCPC.

It is agreed that each member shall pay to the Lead Agency an annual fee of One Thousand Two Hundred Fifty Dollars **(\$1,250.00)** as their estimated prorated share of the administrative expenses. **A DISCOUNT IN THE AMOUNT OF ONE HUNDRED FIFTY DOLLARS (\$150.00) SHALL BE APPLIED TO MEMBERS WHO SUBMIT THEIR PAYMENT EARLY.** A reduced fee of One Thousand One Hundred Dollars **(\$1,100.00)** can be submitted in lieu of the full fee if said payment is received by the Lead Agency within forty-five **(45) days** from the date of the invoice. The full fee is due to the Lead Agency within ninety **(90) days** from receipt of the invoice from the Lead Agency. Failure of any member to submit the annual fee to the Lead Agency within ninety (90) days of the date of the invoice shall result in the termination of membership.

The annual fee is for the administration of the MCCPC and does not cover fees associated with litigation costs.

Members may join or rejoin the MCCPC at any time for a prorated fee to be determined by the Lead Agency.

4. Each member of the MCCPC shall provide the Lead Agency with one contact person. The MCCPC shall provide the designated contact person for each member with all notices and correspondence related to the MCCPC.
5. The Lead Agency shall hold an annual meeting of the members to update the members on the MCCPC activities, provide a forum for the exchange of ideas and to address any concerns.

6. The work, materials or supplies to be bid by the MCCPC may include the following:

<b>Contract</b>	<b>Description</b>
#1	Motor Gasoline
#2	#2 Fuel Oil (Heating)
#3	Rock Salt & Liquid Calcium Chloride
#4	Snow Grits
#5	Paving Materials
#6	Road Resurfacing
#7	Drainage Pipe (Delivered)
#8	Anti-Freeze
#9	Crushed Stone, Gravel & Sand
#10	Lumber, Insulation, Hardware, Paint & Paint Supplies
#11	Motor Oils & Miscellaneous Lubricants
#12	#2 Ultra Low Sulfur Diesel Fuel
#13-A	Fire Equipment Services
#13-B	Fire Water Pumps on Motorized Fire Apparatus (Repair/Rebuilding/Preventive Maintenance Contract)
#14	Catch Basins & Manhole Castings
#15-A	Police Pursuit Vehicles
#15-B	Administrative Passenger Vehicles
#15-C	Utility Vehicles
#15-D	Service/Truck Bodies
#15-E	Hybrid Vehicles
#15-F	Cab/Chassis With Dump Bodies
#16	Office Supplies
#17	Water Treatment Chemicals
#18	Tree Removal, Trimming & Stump Grinding Services
#19	Concrete Blocks & Granite Curb Blocks
#20-A	Sporting Goods (Spring/Summer Sports)
#20-B	Sporting Goods (Fall/Winter Sports)
#21	Oil & Stone Treatment
#22	D.P.W. Uniforms/Work Shoes/Boots
#23	Police Uniforms & Equipment
#24	Bagged Cement & Poured Concrete
#25	Janitorial Supplies
#26	Beam Guide Rail & Safety Ends (Installed)
#27	Traffic Paint
#28	Traffic Sign Materials
#29	Pest Control Services (Buildings)
#30	Office Paper Supplies
#31	Calcium Chloride Bags
#33	Clay for Athletic Fields
#34	Tree Spraying
#35	Light Bulbs

9. All complaints and/or problems associated with contracts awarded through the MCCPC must be submitted in writing to the Lead Agency. To the extent possible given the limited jurisdiction of the MCCPC, the Lead Agency will attempt to resolve all issues on behalf of its members. Reporting of all issues is also required so that they can be taken into consideration for future contracts.
10. Nothing in this Agreement shall prevent any party from bidding, awarding and entering into contracts for the purchase of goods or services individually on its own behalf.
11. The purpose of the MCCPC is to cooperatively bid contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., for the purchase of goods and services in an effort to obtain the most competitive prices for the public body members. The MCCPC and Randolph Township as Lead Agency do not accept liability for damages which relate to or arise out of the ordering of, purchasing of or payment for goods or services by members under the MCCPC contracts.
12. This Agreement shall be binding upon and endure to the benefit of the successors and Assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

ATTEST:

Kathleen Armstrong  
(insert name)

Date: 9/23/16

Hampton Township  
(insert member agency)

Philip Yetter  
(insert name)

Date: \_\_\_\_\_

ATTEST:

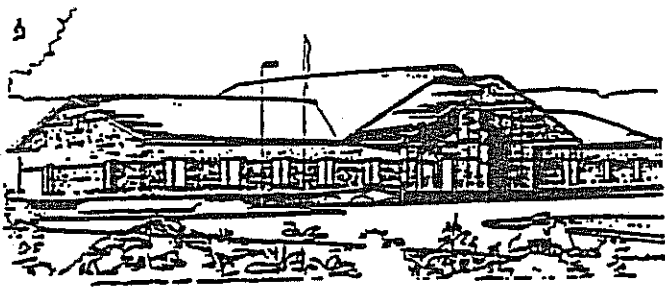
MORRIS COUNTY COOPERATIVE PRICING  
COUNCIL by TOWNSHIP OF RANDOLPH  
as Lead Agency

Jenny Lambert  
Jenny Lambert  
Secretary/MCCPC Coordinator

Date: 10/6/16

Stephen P. Mountain  
Stephen P. Mountain  
Township Manager

Date: 10/6/16



## TOWNSHIP OF HAMPTON

1 Rumsey Way  
Newton, NJ 07860

P: 973-383-5570 • F: 973-383-8969

Eileen Klose  
Township Administrator

Kathleen Armstrong, RMC  
Township Clerk

**HAMPTON TOWNSHIP RESOLUTION**  
**AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MORRIS COUNTY COOPERATIVE PRICING**  
**COUNCIL TO RENEW MEMBERSHIP THEREIN FOR THE PERIOD OF OCTOBER 1, 2016 THROUGH**  
**SEPTEMBER 30, 2021**

**WHEREAS**, The Morris County Cooperative Pricing Council ("MCCPC") was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of educations, and other public bodies located in the County of Morris and adjoining counties; and

**WHEREAS**, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

**WHEREAS**, The Township of Hampton desires to enter into an Agreement with MCCPC, which is administered by Randolph Township as Lead Agency to **renew** its membership in the MCCPC for the period of October 1, 2016 through September 30, 2021.

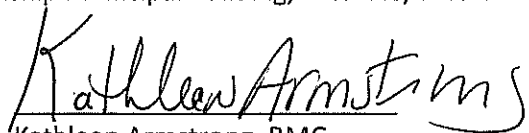
**BE IT RESOLVED**, by the Township of Hampton, County of Sussex, State of New Jersey as follows:

1. The Township Committee of the Township of Hampton hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2016 pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is for **renewal** of membership in the MCCPC for a five (5) year period from October 1, 2016 through September 30, 2021.
2. The Township of Hampton Clerk is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.
3. This Resolution shall take effect immediately upon final passage according to law.
4. All appropriate Township of Hampton officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.

**CERTIFICATION**

I hereby certify that the above Resolution was adopted by the Township Committee at their regular meeting held on August 30, 2016, at the Hampton Township Municipal Building, Baleville, Sussex County, New Jersey.

Date: 8/30/16

  
Kathleen Armstrong, RMC  
Township Clerk