

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Sussex COUNTY: Sussex

RECIPIENT: Hampton Township COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Provides for the manufacturing of street and road signs.
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EFFECTIVE DATE: 6/1/2016

EXPIRATION DATE: 5/31/2021

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.

**SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF SUSSEX
AND THE TOWNSHIP OF HAMPTON
FOR ROAD SIGN MANUFACTURING SERVICES**

The Agreement entered into on this 14 day of Sept., 2016 by and between the COUNTY OF SUSSEX, One Spring Street, Newton, NJ 07860 (hereinafter referred to as the "County" and the Township of Hampton, 1 Rumsey Way, Newton, NJ 07860, hereinafter referred to and the "Township").

WHEREAS, the Shared Services Agreement between the County and the Township provides for the manufacturing of street and road signs and achieves economies and efficiencies.

WHEREAS, the County is prepared to accept the responsibility for the manufacturing of the Township's street and road signs as per the agreed upon terms and conditions hereafter set forth.

WHEREAS, the State of New Jersey has defined the procedures for the execution of any Agreement, and the Agreement between the County and the Township shall be governed by the Shared Services Act, N.J.S.A. 40A:65-1 et seq. and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Services Provided by the County. During the term of this Agreement, the County will provide the Township with street and road sign manufacturing. The service to be provided by the County shall include all items listed on Section 6, Method of Charges and Manner of Payment.
2. Scheduling and Execution of Service. The County agrees to perform all services in a workmanlike manner. All services will be scheduled by the County Office of Bridge and Traffic Safety Supervisor, or his designee, in a manner which will provide efficiency and economy consistent with timelines. The Township recognizes that the County has finite personnel and resources to provide the agreed upon services and the County is entitled to provide the services according to the Traffic Safety and Sign Shop work load demands. The County makes no representation that it will provide the service within a given time frame, but will in all cases (and consistent with the foregoing) make its best effort to provide all services in a timely manner.)

3. Liaison and Reporting. The Township agrees to appoint an official liaison and designated alternate to maintain contact with the County Office of Bridge and Traffic Safety Supervisor or his designee and to provide input concerning street and road sign manufacturing needs of the Township as determined by the Township's Council. The County will prepare and submit to the Township billing of the services provided the month following receipt of the signs by the Township.

4. Term Renewal or Amendment. This Agreement shall be effective June 1, 2016 through May 31, 2021, unless terminated by either party for any reason, in writing, at least sixty (60) days in advance of termination. Either party may request of the other an amendment of this Agreement subject to consent by the governing body. Upon expiration of the term, the parties may extend the term or enter into a new Agreement upon such terms and conditions as they agree and incorporate into a written Agreement.

5. Interpretation. Any questions regarding the proper interpretation of the terms of this Agreement shall be submitted to the Township Attorney and County Counsel respectfully. Absent a unanimous opinion on the matter, it shall be referred to a single arbitrator for binding arbitration. The parties will each pay one-half of the cost of the arbitration. The arbitrator will be chosen by the County and Township.

6. Method of Charges and Manner of Payment. The County shall charge the Township of the rates of:

Sign Fabrication Costs:

<u>Size</u>	<u>Type of Sign</u>	<u>High Intensity</u>
6 x 24	Street	\$22.48
9 x 24	Street	\$26.12
30 x 30	Warning	\$40.06
36 x 36	Warning	\$53.13
30 x 30	Stop	\$40.06
36 x 36	Stop	\$53.13
24 x 30	Speed	\$34.12
36 x 48	Speed	\$67.39

(The above reflects a representative sample of signs, actual costs will be determined based upon sign size ordered.)

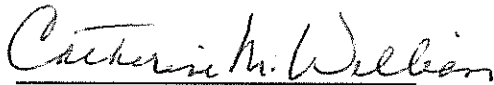
Rates will be subject to modification to reflect actual charges in material, labor, and equipment costs for fabrication.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and shall not be modified, except in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so in accordance with the Statutes hereunto set their hands and causes their seals to be affixed hereto.

ATTEST FIX SEAL:

COUNTY OF SUSSEX



Catherine M. Williams
Board of Chosen Freeholders
County of Sussex

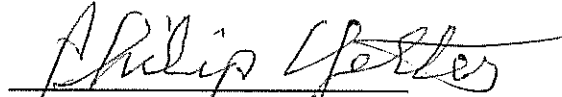


George F. Graham
Freeholder Director

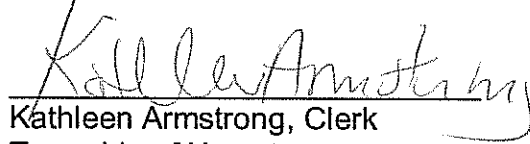
9/14/16
Dated

ATTEST FIX SEAL:

TOWNSHIP OF HAMPTON

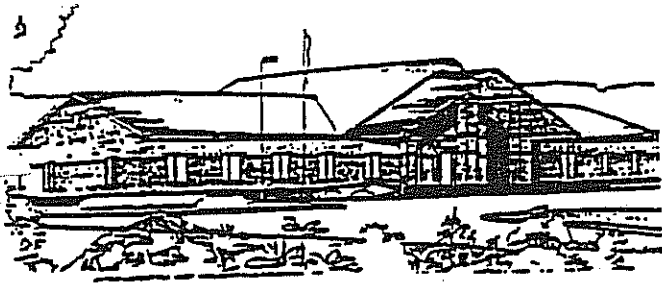


Philip Yetter, Mayor
Township of Hampton



Kathleen Armstrong, Clerk
Township of Hampton

7/26/16
Dated



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
SHARED SERVICE AGREEMENT WITH THE COUNTY OF SUSSEX FOR
PROVISIONS RELATING TO THE MANUFACTURING OF STREET AND
ROAD SIGNS**

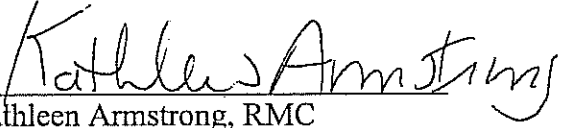
BE IT HEREBY RESOLVED by the Hampton Township Committee that the Mayor and the Township Clerk are hereby authorized to execute on behalf of the Hampton Township Committee a Shared Services Agreement with the County of Sussex as permitted by N.J.S.A. 4-8:A-I. et seq: to provide for the manufacturing of street and road signs from June 1, 2016 to May 31, 2021.

CERTIFICATION

I hereby certify that the above Resolution was adopted by the Township Committee at their regular meeting held July 26, 2016 at the Hampton Township Municipal Building, Baleville, Sussex County, New Jersey.

Date:

7/26/16


Kathleen Armstrong, RMC
Township Clerk

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO RENEW AN AGREEMENT WITH THE TOWNSHIP OF HAMPTON PROVIDING FOR ROAD SIGN MANUFACTURING SERVICES BY THE COUNTY OF SUSSEX IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ. AND N.J.S.A. 40A:11-10 ET SEQ.

WHEREAS, the County of Sussex, desires to work with various municipalities in order to realize mutual cost savings through joint agreements for road sign manufacturing services; and

WHEREAS, the County of Sussex, through its Office of Bridge and Traffic Safety, within the Division of Engineering, is in a position to provide these services to the Township of Hampton; and

WHEREAS, the Township of Hampton and the County of Sussex have arrived at an understanding regarding the provision of road sign manufacturing services by the County of Sussex to the Township of Hampton for a period of five (5) years, and this understanding has been embodied in a Shared Services Agreement; and

WHEREAS, the original Agreement for these services was in place from May 13, 2009 through December 31, 2013; and

WHEREAS, the parties have the authority to enter into an Agreement under the Shared Services Act, N.J.S.A. 40A:65-1 et seq., and the Local Public Contracts Law, N.J.S.A. 40A:11-10 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Sussex, State of New Jersey, that the Clerk of the Board and the Freeholder Director are hereby authorized to execute the Shared Services Agreement Renewal which is attached hereto and made a part hereof between the Township of Hampton and the County of Sussex; and

BE IT FURTHER RESOLVED that a copy of this Resolution and Agreement shall be open to public inspection at the Office of the Clerk of the Board of Chosen Freeholders of the County of Sussex immediately after the passage at One Spring Street, Newton, NJ, Monday through Friday, 8:00 a.m. to 4:30 p.m.; and

