

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Randolph Township COUNTY: Morris

RECIPIENT: Bedwinway Township COUNTY: _____

BRIEF DESCRIPTION OF SERVICE:

Shared services for purchase and use of an asphalt zipper

EFFECTIVE DATE: 10.10.17

EXPIRATION DATE:

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.

Keli (RAND-_____)
Asphalt Zipper SSA
062017

**SHARED SERVICES AGREEMENT
FOR THE MUNICIPALITIES OF TOWNSHIP OF RANDOLPH,
TOWNSHIP OF DENVILLE AND TOWNSHIP OF ROCKAWAY**

SHARED PURCHASE AND USE OF PUBLIC WORKS EQUIPMENT

THIS AGREEMENT is made this 16th day of October 2017, by and between the Township of Randolph, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 502 Millbrook Avenue, Randolph, NJ 07869 (hereinafter referred to as Randolph) and the Township of Denville, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 1 Saint Mary's Place, Denville, NJ 07834 (hereinafter referred to as Denville), and the Township of Rockaway, a municipal Corporation of the State of New Jersey, located in Morris County, New Jersey, with an address of 65 Mt. Hope Road, Rockaway, NJ 07866 (hereinafter referred to as Rockaway) collectively known hereinafter as the "Municipalities", and each a "Municipality".

WHEREAS, Randolph, Denville and Rockaway have mutually agreed there is an opportunity to further improve the efficacy of local municipal roads and other municipal paved area repair and maintenance for the Municipalities, while reducing the costs of delivering these public works services for the respective local governments; and

WHEREAS, the Municipalities have determined it to be in their mutual best interests to provide for the shared acquisition of specialized public works equipment for use by their respective Departments of Public Works with Randolph as the lead agency; and

WHEREAS, the Municipalities are authorized to implement a Shared Services Agreement between Randolph, Denville and Rockaway provided that the Agreement is entered into by all of the Municipalities, and provided that such Agreement is approved by their respective local governing bodies; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:

I. SCOPE OF SERVICES

This Agreement provides for municipal sharing of specialized public works equipment and will allow for each participating Municipality to have scheduled access to and use of this specialized equipment over its useful life. The mutual purchase, maintenance, and use of this specialized public works equipment by the Municipalities is intended to save taxpayer monies.

A. Randolph (hereinafter known as “Lead Agency”) agrees to acquire and maintain specialized public works equipment, known as Shared Asphalt Zipper Equipment, for mutual use with Denville and Rockaway (hereinafter known as “Supported Municipalities”).

B. Each Municipality shall have access to and use of the Shared Asphalt Zipper Equipment according to an agreed upon schedule and shall provide its own operating personnel during its scheduled period of use.

C. All expenses associated with the purchase and maintenance of Shared Asphalt Zipper Equipment shall be borne equally by the Municipalities. Operational costs shall be the responsibility of each Municipalities during its scheduled use period.

II. ASSIGNMENT OF RESPONSIBILITIES

A. Responsibilities of Randolph:

1. Randolph shall act as the Lead Agency in the acquisition and maintenance of the Shared Asphalt Zipper Equipment and will be responsible for licensing and registering the equipment.

2. The public works personnel of Randolph shall coordinate the maintenance and scheduled use of the Shared Asphalt Zipper Equipment with the Supported Municipalities.

3. The Shared Asphalt Zipper Equipment will be stored at Randolph's public works facilities when not in use by the Municipalities.

4. Randolph shall have access to and use of the Shared Asphalt Zipper Equipment pursuant to a mutually agreed upon schedule over the useful life of the equipment. Special access and usage may also be scheduled with the mutual consent of all of the Municipalities.

5. If the Shared Asphalt Zipper Equipment is not in storage at Randolph's public works facilities, Randolph shall arrange for the movement or transport of the Shared Asphalt Zipper Equipment from the Supported Municipalities at the beginning of its scheduled periods of use, as well as to and from its job sites.

6. Randolph agrees to keep an "Equipment Usage and Maintenance Log" showing the hours of the equipment use during Randolph's scheduled periods and the maintenance or repair work done by Randolph's public works personnel. This log will remain with the Shared Asphalt Zipper Equipment.

7. Randolph agrees to appoint a Public Works contact person in order to support and facilitate orderly and efficient access to and use of the Shared Asphalt Zipper Equipment by the Supported Municipalities over the period of this Agreement. This contact person may be the Public Works Director or his/her designee.

B. Responsibilities of Denville and Rockaway:

1. Denville and Rockaway will be the Supported Municipalities under the terms of this Agreement.

2. The public works personnel of Denville and Rockaway shall coordinate their scheduled use of the Shared Asphalt Zipper Equipment with the Lead Agency.

3. Denville and Rockaway shall have access to and use of the Shared Asphalt Zipper Equipment pursuant to a mutually agreed upon schedule over the useful life of the equipment. Special access and usage may also be scheduled with the mutual consent of all of the Municipalities.

4. Denville and Rockaway shall arrange for the movement or transport of the Shared Asphalt Zipper Equipment from the Lead Agency or other Supported Municipality at the beginning of each scheduled period of use, as well as to and from their job sites. If at the end of a scheduled period of use, the Shared Asphalt Zipper Equipment is not scheduled for use by another Municipality, Denville and Rockaway shall arrange for the movement or transport of the Shared Asphalt Zipper Equipment to the Lead Agency.

5. Denville and Rockaway agree to keep an "Equipment Usage Log" showing the hours of the equipment use during their scheduled use periods. This log will remain with the Shared Asphalt Zipper Equipment.

6. Denville and Rockaway agree to appoint Public Works contact persons in order to support and facilitate orderly and efficient access to and use of the Shared Asphalt Zipper Equipment by the Lead Agency and other Supported Municipality over the period of this Agreement. These contact persons may be the respective Public Works Directors or their designees.

III. TERM OF AGREEMENT:

A. This Agreement shall commence on 10/10, 2017 and shall remain in effect for twenty (20) years, which is the estimated useful life of the Shared Asphalt Zipper Equipment, until 10/10, 2037, unless subsequently extended or renewed by the Municipalities.

B. This Agreement shall become effective for each Municipality upon passage of authorizing Resolutions or Ordinances by the Municipalities as required by the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

C. This Agreement shall continue for the entire term of the Agreement, unless one Municipality notifies the others of its intention to withdraw at least 365 days prior to the annual anniversary date of this Agreement.

IV. COMPENSATION

A. Randolph will incur the capital costs associated with the acquisition of the Shared Asphalt Zipper Equipment by their Department of Public Works, the costs associated with the maintenance of the Shared Asphalt Zipper and the licensing and registration fees.

B. The Supported Municipalities shall pay one third (1/3) of the capital costs in a lump sum, along with one third (1/3) of the maintenance costs and one third (1/3) of the licensing and maintenance fees.

C. Accounting records for the expenses associated with maintenance and repair of the Shared Asphalt Zipper Equipment will be maintained by Randolph and shall be available for inspection by the Supported Municipalities upon request.

D. Review of actual expenses associated with the equipment maintenance and repair will be done at least quarterly; and will form the basis of any compensation true-up or adjustments recommended to the Municipalities.

E. Operational expenses shall be the responsibility of each Municipality during their respective scheduled periods of usage.

V. PAYMENT PROCEDURE

A. The Supported Municipalities shall pay one third (1/3) of the capital costs in a lump sum, along with one third (1/3) of the licensing and registration fees, on the fifteenth day of the month following delivery of an invoice and other supporting documentation by the Lead Agency. Payment will be made directly to the Township of Randolph.

B. Randolph, as the Lead Agency, shall incur all maintenance and repair costs; and based on quarterly review of actual expenses, payment will be made Randolph in an amount that adjusts each Municipality's expenditure to one third (1/3) of the maintenance and repair costs. These adjusting payments will be made on the fifteenth day of the month following delivery of an invoice and other supporting documentation.

C. Municipal checks for payment should be made out to Township of Randolph, reference DPW-Asphalt Zipper on the memo line, and be returned to Municipal Treasurer, Township of Randolph, 502 Millbrook Avenue, Randolph, NJ 07869.

VII. LEVEL OF SERVICE

A. Randolph agrees to access, utilize and maintain the Shared Asphalt Zipper Equipment in a professional and workmanlike manner.

B. Denville and Rockaway agree to access and utilize the Shared Asphalt Zipper Equipment in a professional and workmanlike manner.

C. Randolph, as the Lead Agency in performing the services under this Agreement, 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 Agreement.

D. A Department of Public Works Advisory Committee, consisting of at least one representative from each Municipality together with Randolph's Mayor and/or Township Manager, shall periodically meet as may be necessary to ensure that all of the obligations under this Agreement are being satisfied. These Committee representatives will consist of the Directors of Public Works for the Municipalities and, if a second representative is desired, that representative may be an elected official or other municipal representative as deemed appropriate by each Municipality.

1. Each Municipality shall have one vote regardless of the number of Committee representatives appointed.

2. The Committee shall meet at such times and places as deemed necessary, but in no event less than annually, and shall be responsible for raising and addressing questions or concerns related to the access and use of the Shared Asphalt Zipper Equipment, equipment maintenance, and long term planning.

E. Each Municipality shall notify the other of the name(s) of its Committee representative annually no later than 15 days after its respective municipal reorganization meeting.

F. All Department of Public Works Advisory Committee actions may be approved by a simple majority of the voting members present. In the event of a tie vote on any matter under consideration by the Committee, Randolph's Mayor or Manager may cast one additional vote to break the tie.

IX. DISPUTE OF PAYMENT

As provided in the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*), 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 V shall be paid without prejudice to the disputing parties. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, Randolph shall promptly repay the excess.

X. INDEMNIFICATION

A. In addition to the other rights and remedies of the parties herein, the Supported Municipalities agree to indemnify and hold harmless Randolph, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Supported Municipalities personnel arising out of this Agreement or any of the obligations assumed by the Supported Municipalities hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Supported Municipality is solely responsible for such liability. In the event it is determined by a Court that the Supported Municipality is not solely responsible for said liability, the liability of the

Supported Municipality shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Supported Municipality. The Supported Municipality, upon notice from Randolph, shall resist and defend, at the expense of the Supported Municipality, such action or proceeding with counsel reasonably satisfactory to Randolph. In addition, Randolph may engage separate counsel at its sole expense to appear on its behalf in such action or proceeding without waiving its rights or the obligation of the Supported Municipalities under this paragraph.

B. In addition to the other rights and remedies of the parties herein, Randolph agrees to indemnify and hold harmless the Supported Municipalities, including their officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Randolph arising out of this Agreement or any of the obligations assumed by Randolph hereunder, provided it is determined by a Court having the appropriate jurisdiction that Randolph is solely responsible for such liability. In the event it is determined by a Court that Randolph is not solely responsible for said liability, Randolph's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Randolph. Randolph, upon notice from a Supported Municipality, shall resist and defend, at the expense of Randolph, such action or proceeding with counsel reasonably satisfactory to the Supported Municipality. In addition, at its option, the Supported Municipality may engage separate counsel at their sole expense to appear on their behalf in such action or proceeding without waiving its rights or Randolph's obligation under this paragraph.

XI. INSURANCE

A. The Lead Agency will keep in force Property-Casualty Insurance with insurance companies licensed in the State of New Jersey or with the Morris County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by the Municipalities.

B. The Supported Municipalities will keep in force, at their respective sole expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with the Morris County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by Randolph.

C. The Supported Municipalities shall respectively provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations
- Use of Independent Contractors and/or Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement

D. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to Randolph by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled. All such notices shall name the Municipality and identify the Agreement or municipal contract number if applicable.

E. Certificates of Insurance shall be delivered to Township of Randolph, prior to the commencement of this Agreement and all Certificates of Insurance shall state that "Township of Randolph is an additional insured" for this Agreement.

F. The insurance required under this section shall protect the Supported Municipalities and all Subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Supported Municipalities and also against any of the special hazards which may be encountered in the performance of this Agreement.

G. All policies and Certificates of Insurance shall be approved by the Municipalities prior to the inception of any work under this Agreement.

XII. DISPUTE RESOLUTION

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Municipalities agree to be governed by and the Agreement to be construed and enforced in accordance with the laws of the State of New Jersey.

XIII. MISCELLANEOUS

All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the Municipal Clerk of each Municipality.

XIV. GOVERNING LAW

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

XV. ASSIGNMENT

No one party may assign this Agreement without the written consent of the other.

XVI. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Municipalities with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing, duly authorized and signed by all the parties hereto.

XVII. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Municipalities shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hand and seals and caused their corporate officers to sign same the day and year first written above.

ATTEST:

TOWNSHIP OF RANDOLPH

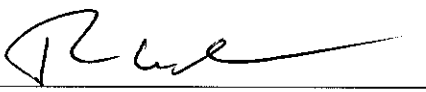

Donna Marie Luciani, Municipal Clerk


Christine Carey, Mayor

ATTEST:

TOWNSHIP OF DENVILLE

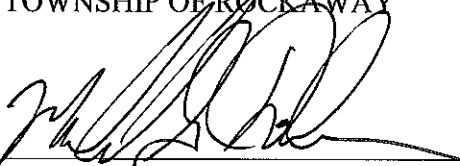

Kathryn Bowditch-Leon, Municipal Clerk


Thomas Andes, Mayor

ATTEST:

TOWNSHIP OF ROCKAWAY


Susan Best, Municipal Clerk


Michael Dachisen, Mayor

RESOLUTION R-17-162

AUTHORIZING THE TOWNSHIP OF ROCKAWAY TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF RANDOLPH AND THE TOWNSHIP OF DENVILLE FOR THE PURCHASE AND USE OF PUBLIC WORKS EQUIPMENT

WHEREAS, in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*) Municipalities are authorized to implement a Shared Services Agreement provided that the Agreement is entered into by all of the Municipalities, and provided that such Agreement is approved by their respective local governing bodies; and

WHEREAS, the Municipalities of Rockaway, Randolph, and Denville have mutually agreed there is an opportunity to further improve the efficacy of local municipal roads and other municipal paved area repair and maintenance for the Municipalities, while reducing the costs of delivering these public works services for the respective local governments; and

WHEREAS, the Municipalities have determined it to be in their mutual best interests to provide for the shared acquisition of specialized public works equipment for use by their respective Departments of Public Works with Randolph as the lead agency; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Rockaway, County of Morris, State of New Jersey as follows:


1. The Mayor is hereby authorized to sign and enter into the Shared Services Agreement, which is attached hereto, on behalf of the Township of Rockaway.

2. The Mayor and Township Clerk together with all other officers, professionals and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution.

3. This Resolution shall take effect as herein provided.

CERTIFICATION

I, Susan R. Best, Township Clerk of the Township of Rockaway, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council of the Township of Rockaway at a duly convened meeting held on August 8, 2017.



Susan R. Best, Township Clerk

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE MUNICIPALITIES OF RANDOLPH, ROCKAWAY TOWNSHIP AND DENVILLE FOR THE SHARED PURCHASE AND USE OF PUBLIC WORKS EQUIPMENT

WHEREAS, the Township of Denville wishes to enter into a Shared Services Agreement with the Township of Randolph and the Township of Rockaway to jointly purchase Asphalt Zipper Equipment; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, 40A:65-1 et seq; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #17-20, which is annexed hereto and made a part thereof, that this agreement will be charged to the following budget appropriations and that adequate funds are available under the following line item accounts:

04-216-55-568-911	\$20,000.00
05-201-55-516-521	\$13,000.00
07-201-55-716-500	\$13,000.00

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk be authorized and directed to execute the Shared Services Agreement for the Shared Purchase and Use of Public Works Equipment.
2. This Agreement shall remain in effect for 20 years, which is the estimated useful life of the Shared Asphalt Zipper Equipment.
3. A copy of the Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to the rules and regulations promulgated by the Director.
4. A copy of this Agreement is also on file in the office of the Municipal Clerk for inspection by the public.

This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on August 8, 2017.

10/30/2017
Certification Dated:

Kathryn Bowditch-Leon
Kathryn Bowditch-Leon, RMC
Municipal Clerk