

**ROAD DEPARTMENT
SHARED SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF MONTAGUE
AND
THE TOWNSHIP OF SANDYSTON**

THIS AGREEMENT is entered the latter of the two dates on the signature page by and between

THE TOWNSHIP OF MONTAGUE, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

THE TOWNSHIP OF SANDYSTON, a municipal corporation of the State of New Jersey (referred to as "Recipient").

WITNESSETH, that the Provider and the Recipient agree as follows:

ARTICLE I. AUTHORITY

The Provider and Recipient enter into this Shared Services Agreement for the sharing of Road Department services in accordance with N.J.S.A. 40A:65-1 et seq.

ARTICLE II. SCOPE OF SERVICES

A. Designation as General Agent

1. The Provider is hereby designated as the agent of the Recipient, to be the lead agency in this Agreement to share Road Department services.
2. Additional municipalities may be added as new participants to this Shared Road Department Agreement at the sole discretion of the Provider. The addition of new participants shall not affect the level of services being provided to Recipient. Any addition shall be by amendment to this agreement.

B. Responsibility

The Provider shall maintain responsibility for the terms of this Shared Road Department Agreement. All complaint resolutions shall be handled through the Provider.

ARTICLE III. ACTIVITIES

A. Services to be Performed

1. The governing bodies of the Township of Montague and the Township of Sandyston shall from time to time determine the need, nature and extent of road

maintenance and other road department activities that must be completed in their respective municipalities.

2. The Municipal Clerks of the respective municipalities in conjunction with the supervisors of the respective Road Departments shall organize and coordinate any work undertaken under this agreement.
3. Montague Township shall provide three (3) Road Department employees for the purposes of this Agreement, and Sandyston Township shall supply two (2) Road Department employees.
4. For every man hour of work performed in either municipality under this Agreement, there will be an equal amount of man hours performed in the other municipality. The supervisor of the respective Road Departments shall maintain a record of man hours worked. Each municipality shall contribute equal amounts of equipment and materials for any project undertaken.

ARTICLE IV. EMPLOYEES

A. Licensed Personnel and Staff

The work undertaken by this Agreement shall be completed solely by employees of the Township of Montague and the Township of Sandyston. No subcontractors and/or third-party entities shall provide any services hereunder.

ARTICLE V. FEES

The work completed under this agreement shall be at no cost to either Montague Township or Sandyston Township.

ARTICLE VI. INSURANCE

A. Liability Insurance and Litigation

Provider and Recipient shall maintain their respective liability insurance policies naming each other as additional insured, covering the respective municipalities from liability which may arise from operation of this Agreement. In the event a monetary claim, demand, debt, liability, cause of action, legal proceeding or similar such action is filed against either municipality stemming from the services provided under this Agreement, the respective municipality shall turn the matter over to their insurance carriers to defend and address such issue.

B. Submission of Agreement to Insurance Agents and/or Companies

Each party to this Agreement shall provide a copy of this Agreement to its respective insurance agent and/or insurance companies providing professional as well as general liability coverage. The parties agree in the event one or more of their respective

insurance companies raise an issue as to coverage under this Shared Services Agreement the parties shall amend this Agreement to reasonably address such insurance coverage issues. In the event an insurance agent or company raises an issue as referenced above such action shall not serve as a basis for voiding or terminating this Agreement.

ARTICLE VII. DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

Duration of the agreement shall be for a period beginning on or about **January 1, 2014**, and terminating on **December 31, 2019**.

B. Termination

Either participating municipality may terminate this Agreement on January 1st of any calendar year during the life of the Agreement, by providing written notice to the Provider and Recipient on or before November 1st of the prior calendar year.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Mayor of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

D. Interpretation

Any questions regarding proper interpretation of the terms of the agreement shall be submitted to the Municipal Clerk of the Provider.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest:

Eileen DeFabius

TOWNSHIP OF MONTAGUE

George Litone

By: Mayor George Litone

Dated: 4-23-14

Attest:

Amanda Lobban

TOWNSHIP OF SANDYSTON

Fred V. MacDonald

By: Fred V. MacDonald

Dated: 5/13/2014

MONTAGUE TOWNSHIP

RESOLUTION 2013-38

**AUTHORIZE EXECUTION OF A SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF MONTAGUE AND THE TOWNSHIP
OF SANDYSTON FOR ROAD DEPARTMENT SERVICES.**

WHEREAS, the Montague Township Committee, as the lead agency, wishes to enter into a Shared Service Agreement with the Township of Sandyston for Road Department Services as per the attached Agreement; and

WHEREAS the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et. seq.) (hereinafter, "the Act") provides that local units of government may enter into a contract to provide or receive any service that either local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating units (N.J.S.A. 40A:65-4); and

NOW THEREFORE BE IT RESOLVED that the Montague Township Mayor is hereby authorized to execute said Agreement attached hereto; and

BE IT FURTHER RESOLVED that this resolution take effect immediately upon adoption.


Adopted: April 22, 2014

On a roll call the vote was recorded as follows:

Committeeman Brislin:	aye
Committeewoman Crawford:	aye
Committeeman Henn:	aye
Committeeman Innella:	aye
Mayor Zitone:	aye

CERTIFICATION

I, Eileen DeFabiis, Municipal Clerk of the Township of Montague, hereby certify that this is a true and accurate copy of a resolution adopted by the Township Committee of the Township of Montague, County of Sussex, State of New Jersey at a regular meeting held on April 22, 2014.


Eileen DeFabiis, RMC, CMR
Municipal Clerk

SANDYSTON TOWNSHIP

R-34-2014

**RESOLUTION TO AUTHORIZE THE EXECUTION OF A SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF MONTAGUE AND THE TOWNSHIP OF SANDYSTON FOR
ROAD DEPARTMENT SERVICES**

WHEREAS, Sandyston Township Committee wishes to enter into a Shared Services Agreement with the Township of Montague for Road Department Services; and

WHEREAS, The Township of Montague will be the Provider and the Township of Sandyston will be the Recipient; and

WHEREAS, Montague Township shall provide three (3) Road Department employees for the purposes of this Agreement, and Sandyston Township shall supply two (2) Road Department employees; and

WHEREAS, for every man hour of work performed in either municipality under this agreement, there will be an equal amount of man hours performed in the other municipality; and

WHEREAS, the work completed under this agreement shall be at no cost to either Montague Township or Sandyston Township; and

WHEREAS, the duration of this agreement shall be for a period beginning on or about **January 1, 2014** and terminating on **December 31, 2019**;

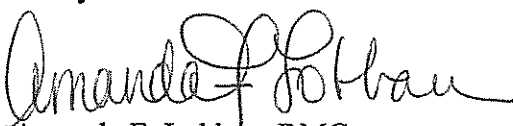
WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A.40A:65-1, et. seq.) (hereinafter, "the Act") provides that local units of government may enter into a contract to provide or receive any service that either local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating units (N.J.S.A.40A:65-4); and

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Sandyston authorizes the Mayor to execute the Shared Services Agreement between the Township of Sandyston and the Township of Montague for Road Department Services; and

BE IT FURTHER RESOLVED that this resolution take effect immediately upon adoption.

CERTIFICATION

I hereby certify that the above resolution was adopted by the Township Committee of the Township of Sandyston at a meeting held May 13, 2014, at the Sandyston Township Municipal Building, Sandyston, New Jersey 07826.



Amanda F. Lobban, RMC
Municipal Clerk