

Resolution #2016-149

WHEREAS, the Borough of Manville Director of Public Works and the Borough of Raritan Director of Public Works have created an agreement to share public works department services which will be of great benefit to both Municipalities; and

WHEREAS, the details of the Shared Services are set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Manville, County of Somerset, and State of New Jersey that the Borough Administrator, Director of Public Works, and Borough Clerk are authorized to sign the attached agreement.

Borough of Manville,



Richard M. Onderko, Mayor

ROLL CALL

Introduced	Seconded	Council	Yes	No	Abstain	Absent
	√	SZABO	√			
√		ASHER	√			
		CAMACHO	√			
		KASSICK	√			
		MAGNANI	√			
		PETROCK	√			
		MAYOR ONDERKO				

ADOPTED this 12th day of September, 2016.



Attest:

Patricia A. Zamorski, Borough Clerk

**INTERLOCAL SERVICES AGREEMENT
BETWEEN THE BOROUGH OF RARITAN AND THE BOROUGH OF MANVILLE,
SOMERSET COUNTY, NEW JERSEY FOR THE SHARING OF DEPARTMENT OF
PUBLIC WORKS SERVICES**

THIS AGREEMENT, made this ____ day of _____, 2016 by and between:

THE BOROUGH OF RARITAN, SOMERSET COUNTY,
a municipal corporation of the State of New Jersey, with offices
at the Municipal Building, 22 First Street, Raritan, New Jersey 08869

(Hereinafter, "Raritan")

and:

THE BOROUGH OF MANVILLE, SOMERSET COUNTY, a
municipal corporation of the State of New Jersey, with offices
at the Municipal Building, 325 N. Main Street, Manville,
New Jersey 08835,

(Hereinafter, "Manville")

W I T N E S S E T H:

WHEREAS, Raritan and Manville desire to contract with the other for the sharing of Department of Public Works ("DPW") services and as hereafter set forth.

NOW, THEREFOERE, IN CONSIDERATION OF the mutual promises, covenants and representations herein contained, the parties hereto, for themselves, their heirs, successors and assigns, hereby agree as follows:

I. SCOPE OF SERVICES

1. Raritan shall provide DPW services to Manville on an as needed basis subject to the requirement that the provision of such services shall not adversely impair the provision of DPW services to Raritan.

2. Manville shall provide DPW services to Raritan on an as needed basis subject to the requirement that the provision of such services shall not adversely impair the provision of DPW services to Manville.

3. The DPW employees of the respective parties shall remain the employees of the respective parties at all times, including but limited to, while providing services for the other party as contemplated herein and each party shall be responsible for the administration and payment of its employees' salary and. The parties agree that Raritan will resolve any citizen inquiries or complaints regarding the services provided to Raritan by Manville and Manville will resolve any citizen inquiries or complaints regarding services provided to Manville by Raritan.

II. TERMS OF AGREEMENT

4. The parties shall provide the services contemplated herein, which services shall commence on September 13, 2016 and terminate on December 31, 2017. Either party may terminate this agreement prior to the expiration of the term upon 90 days' advance written notice to the other party.

III. IN-KIND SERVICES

5. All services contemplated herein shall be compensated by the other party by the provision of in-kind services calculated on an hourly basis; provided, however, the party for which services are being performed by the other party shall be responsible to pay for and provide any materials which may be needed by the other party to perform the services. By way of example, if Manville is performing storm catch basin repairs in Raritan, Raritan shall pay for and provide the materials necessary to complete the work.

IV. AMENDMENTS

6. Any amendments to this Agreement must be in writing, must specify the effective date of the amendment and must be executed by the Mayor of each municipality, or his/her designated representative.

V. INDEMNIFICATION AND DEFENSE OF PERSONNEL

7. A. Raritan shall not be liable for any negligent, reckless or intentional acts or omissions of the Manville DPW arising from the provision of services in Raritan as contemplated herein and Manville shall not be liable for any negligent, reckless or intentional acts or omissions of the Raritan DPW arising from the provision of services in Manville as contemplated herein. Each party shall indemnify, defend and hold the other harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of employees of the other party in rendering the services set forth in this agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of

any claim made by a third person incident to such negligent, reckless or intentional act or omission.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgements attached hereto and made a part hereof.

ATTEST:

BOROUGH OF RARITAN

Eric M. Colvin, Clerk

Chuck McMullin, Mayor

ATTEST:

BOROUGH OF MANVILLE

Patricia A. Zamorski
Patricia A. Zamorski, Clerk

Richard M. Onderko
Richard M. Onderko, Mayor