

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Washington Township COUNTY: Morris

RECIPIENT: Borough of Califon COUNTY: Hunterdon

BRIEF DESCRIPTION OF SERVICE:

Shared Services Agreement Between the Township of Washington and the Borough of Califon to Provide Infield Grooming Services to the Borough of Califon

EFFECTIVE DATE: April 1, 2016

EXPIRATION DATE: October 31, 2016

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.

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RESOLUTION OF THE TOWNSHIP OF WASHINGTON

Morris County, New Jersey

No. R-167-15

Date of Adoption: December 21, 2015

Title or Subject: **AUTHORIZE THE RENEWAL OF A SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF WASHINGTON AND THE BOROUGH OF
CALIFON TO PROVIDE INFIELD GROOMING SERVICES TO THE BOROUGH OF
CALIFON**

WHEREAS, the Township of Washington, County of Morris and the Borough of Califon, County of Hunterdon desire to renew a shared services agreement for the provision by the Township of infield grooming services to the Borough; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, in the County of Morris and State of New Jersey, as follows:

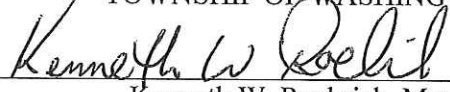
1. That the Mayor and Township Clerk are hereby authorized to execute the Shared Services Agreement between the Township of Washington, County of Morris, and the Borough of Califon, County of Hunterdon, for services of the Department of Public Works to groom the infields at Califon Island Park for a term to commence April 1, 2016 and to terminate on October 31, 2016.
2. A copy of the Agreement is on file in the office of the Township Clerk for inspection by the public.
3. A copy of this Agreement shall be filed, for informational purposes, with the Department of Community Affairs, Division of Local Government Services, pursuant to rules and regulations promulgated by the Division.
4. This resolution shall take effect immediately.

ATTEST:



Nina DiGregorio, Township Clerk

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WASHINGTON



Kenneth W. Roehrich, Mayor

I, Nina DiGregorio Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee, held on December 21, 2015.

Nina DiGregorio, Township Clerk

Date

**SHARED SERVICES AGREEMENT FOR INFIELD
GROOMING SERVICES
BETWEEN
THE TOWNSHIP OF WASHINGTON, MORRIS COUNTY
AND THE
BOROUGH OF CALIFON, HUNTERDON COUNTY**

THIS AGREEMENT, made this 23 day of December 2015, by and between:

THE TOWNSHIP OF WASHINGTON, MORRIS COUNTY,
a municipal corporation of the State of New Jersey, with
offices at the Municipal Building, 43 Schooley's Mountain
Road, Long Valley, New Jersey 07853

and:

(Hereinafter, "Washington")

THE BOROUGH OF CALIFON, HUNTERDON COUNTY,
a municipal corporation of the State of New Jersey, with
offices at the Municipal Building, 39 Academy Street,
Califon, New Jersey

(Hereinafter, "Califon")

WITNESSETH:

WHEREAS, Califon desires to contract with Washington for the furnishing of the services of the Department of Public Works to groom the infields at Califon Island Park and as hereafter set forth.

NOW, THEREFORE, 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. Washington shall provide the services of the Department of Public Works to groom the two (2) infields at Califon Island Park.

2. All employees involved in the field grooming shall remain the sole employees of Washington and Washington shall be responsible for the administration and payment of their salary and benefits and for their supervision. The parties agree that Califon will resolve any citizen inquiries or complaints regarding services provided to Califon.

3. The field grooming will be performed on a weekly basis during the period April 2016 through October 2016. Washington will provide the services of one laborer and one infield grooming machine.

II. TERM OF AGREEMENT

4. This Agreement shall commence on April 1, 2016 and terminate on October 31, 2016. Either party may terminate this Agreement prior to the expiration of the term upon 30 days' advance written notice to the other party.

III. PAYMENT FOR SERVICES

5. Califon shall pay Washington the sum of \$2,366 for the period of April 1, 2016 through October 31, 2016. Said sum shall be paid to Washington upon submission of a voucher from Washington to Califon.

IV. AMENDMENT

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. Califon shall not be liable for any negligent, reckless or intentional acts or omissions of Washington or its employees and Washington shall indemnify, defend and hold Califon harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of Washington or any of its employees 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.

8. Washington will cause Califon to be named as an additional insured on Washington O & E liability policy on a primary, non-contributory basis. Washington represents that its O & E coverage is included in its general liability coverage. It is recognized and understood that Washington and Califon each participates in a joint insurance fund (JIF). Washington and Califon each name each other as an additional insured on its general liability insurance policy. Washington will provide proof of automobile liability and workers compensation policies.

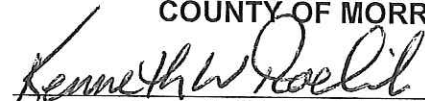
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:



Nina DiGregorio, Township Clerk

**TOWNSHIP OF WASHINGTON
COUNTY OF MORRIS**



Kenneth W. Roehrich, Mayor

ATTEST:

Laura G. Eidsvaag, Borough Clerk

**BOROUGH OF CALIFON
COUNTY OF HUNTERDON**

Charles Daniels, Mayor