

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Sussex COUNTY: Sussex County

RECIPIENT: Byram Township COUNTY: Sussex County

BRIEF DESCRIPTION OF SERVICE:

Road Sign Manufacturing Services

EFFECTIVE DATE: 05/23/2018

EXPIRATION DATE: 05/31/2023

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.



CLERK OF THE BOARD OF CHOSEN FREEHOLDERS
Sussex County Administrative Center
One Spring Street
Newton, New Jersey 07860
TEL: 973-579-0240
FAX: 973-383-1124

Teresa Lyons
Clerk of the Board
EMAIL: tlyons@sussex.nj.us

Suzannah L. Givone
Confidential Assistant
EMAIL: sgivone@sussex.nj.us

County of Sussex

May 24, 2018

Doris Flynn, Clerk
10 Mansfield Drive
Stanhope, NJ 07874

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO RENEW AN AGREEMENT WITH THE TOWNSHIP OF BYRAM TO PROVIDE 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.

Dear Ms. Flynn:

The above-captioned Resolution was adopted by the Sussex County Board of Chosen Freeholders at its meeting held on May 23, 2018.

The Resolution authorizes the Agreement, as detailed in the Resolution.

Enclosed please find a certified copy of the Resolution along with the signed Agreement. If you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,

Suzannah L. Givone
Confidential Assistant
Sussex County Freeholder Board

Enclosure

C: NJ Department of Community Affairs

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO RENEW AN AGREEMENT WITH THE TOWNSHIP OF BYRAM TO PROVIDE 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 Byram; and

WHEREAS, the Township of Byram 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 Byram for a period of five (5) years, and this understanding has been embodied in a Shared Services Agreement; and

WHEREAS, the Agreement for these services shall run from May 23, 2018 through May 31, 2023; 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 which is attached hereto and made a part hereof between the Township of Byram 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

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to Doris Flynn, Clerk, 10 Mansfield Drive, Stanhope, NJ 07874; the NJ Department of Community Affairs, P.O. Box 800, Trenton, NJ 08625-0800.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders On the 23rd day of May, 2018.



Teresa Lyons, Clerk
Board of Chosen Freeholders
County of Sussex

| RECORD OF VOTE | | | | | | |
|----------------|-----|-----|------|-----|------|-----|
| FREEHOLDER | AYE | NAY | ABST | ABS | MOVE | SEC |
| Graham | ✓ | | | | | |
| Lazzaro | ✓ | | | | ✓ | |
| Petillo | ✓ | | | | | ✓ |
| Rose | ✓ | | | | | |
| Yardley | | | | ✓ | | |

ABST - Abstain
MOVE - Resolution Moved

ABS - Absent
SEC - Resolution Seconded

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

The Agreement entered into on this 23 day of May, 2018 by and between the COUNTY OF SUSSEX, One Spring Street, Newton, NJ 07860 (hereinafter referred to as the "County" and the Township of Byram, 10 Mansfield Drive, Stanhope NJ, 07874, hereinafter referred to as 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 to 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.) Notwithstanding the foregoing, when the County receives an order from the Township for street signs, it shall provide the Township with an estimated delivery date. In the event the estimated delivery date exceeds the delivery date required by the Township, the Township shall

have the right to withdraw the order and seek an alternate source for the sign(s) in that order.

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.
4. Term Renewal or Amendment. This Agreement shall be effective from the date of this agreement through May 31, 2023, unless terminated by either party for any reason, in writing, at least sixty (60) days in advance of the proposed termination date. Either party may request of the other an amendment of this Agreement subject to approval by the governing bodies of each party and execution of a written amendment to this Agreement. 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 Borough.
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 changes in material, labor, and equipment costs for fabrication.

The County will charge the Township for "other" materials at the actual County purchase price, plus an administrative fee of five percent (5%). Fabrication

material cost adjustment may be made throughout the course of the calendar year as materials are restocked.

Payment for services provided for the Township shall be made the month after service has been rendered to the Township, as per invoices submitted by the County.

At the time of receipt of an order from the Township, the County will provide a written estimate for the services and materials to be provided for approval by the Township prior to commencing with fabrication. The written estimate will include any changes in the sign fabrication rates listed above as well as costs for any "other" materials required to be purchased for completion of the order. Prior to approval of the estimate by the Township, the Township shall have the right to withdraw the order and seek an alternate source for the sign(s) in that order.

In the event of any dispute as to the amount to be paid under the terms of the Agreement, the full amount to be paid in accordance with the schedule noted in this paragraph shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, the County shall promptly refund the excess.

The fabrication schedule has been developed based upon actual material costs, labor rates with fringe benefits, fabrication times, and five (5) percent shop equipment overhead. Costs for signs not contained within the table above shall be billed using the same base elements as developed by the County.

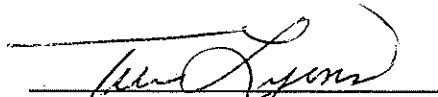
7. Applicable Standards. The County shall manufacture signs to the standards defined within the most recent release along with any revisions thereto of both "The Manual on Uniform Traffic Control Devices" and "Standard Highway Signs" both published by the Federal Highway Administration. All installations will be completed in consideration of the Sussex County Traffic Sign & Pavement Marking Field Guide, New Jersey Standard Details, and current Manual on Uniform Traffic Control Devices.
8. Status of Township. The County is performing its services under this Agreement as a public entity pursuant to the Shared Services Act, and not as a private independent contractor. The County and its employees, with respect to its services and other activities pursuant to this Agreement, retain all privileges and immunities accorded to a public entity under the law, including all those afforded a public entity under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.
9. Contracting with Private Parties. In the event that the County utilizes the services of a private contractor to act as a contractor who completes Township projects, the County shall be required to award the contract in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11 et seq.).

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



Teresa Lyons, Clerk
Board of Chosen Freeholders
County of Sussex

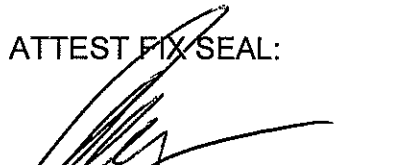


Jonathan Rose
Freeholder Director


5-23-18
Dated

ATTEST FIX SEAL:

TOWNSHIP OF BYRAM



Alexander Rubenstein, Mayor
Township of Byram



Doris Flynn, Clerk
Township of Byram

5-1-2018
Dated