

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Town of Newton COUNTY: Sussex

RECIPIENT: Newton Housing Authority COUNTY: Sussex

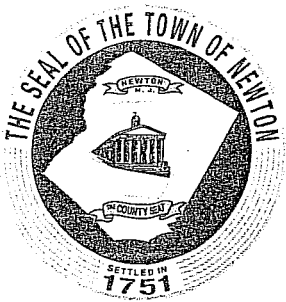
BRIEF DESCRIPTION OF SERVICE:

Shared Service for the use of Town of Newton personnel and equipment by the Housing Authority for an upcoming paving of the Liberty Towers parking lot at 32 Liberty Street, Newton.

EFFECTIVE DATE: 11-09-2015

EXPIRATION DATE: To completion of project

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.



TOWN OF NEWTON

RESOLUTION #189-2015

November 9, 2015 "Resolution Authorizing a Shared Services Agreement Between the Town of Newton and the Newton Housing Authority for the Use of Department of Public Works Personnel"

WHEREAS, the Town of Newton and the Newton Housing Authority have agreed to enter into a Shared Services Agreement for the use of Town personnel to assist the Housing Authority with its paving project pursuant to N.J.S.A. 40A:65-1 et seq.:

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, that:

1. The Shared Services Agreement between the Town of Newton and the Newton Housing Authority whereby the Town of Newton will assist the Newton Housing Authority with its paving project through the use of Town Department of Public Works personnel is approved pursuant to N.J.S.A. 40A:65-1 et seq. The terms and conditions of the Agreement (Exhibit "A") are made a part of this Resolution.

2. The Mayor and Town Clerk are authorized to sign the Agreement on behalf of the Town.

3. This Resolution shall take effect immediately, and the Agreement shall take effect upon execution by both Parties. However, the Resolution and the Agreement shall be null and void in the event that the Agreement is not approved and signed by the Newton Housing Authority.

4. A copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:65-4.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, November 9, 2015.


Lorraine A. Read, RMC
Municipal Clerk

**EQUIPMENT SHARING AGREEMENT BETWEEN
THE TOWN OF NEWTON AND
THE NEWTON HOUSING AUTHORITY**

THIS AGREEMENT, made and executed on this 9th day of November, 2015 **BY AND BETWEEN** the Town of Newton, a Municipal Corporation of the State of New Jersey, (hereinafter, "Newton") and the Newton Housing Authority, Sussex County, New Jersey (hereinafter, "Housing Authority"), (hereinafter collectively, "Parties", or individually "Party").

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et. seq.) authorizes shared services between public entities.

WHEREAS, the Housing Authority has requested Newton's assistance with the paving of its Liberty Towers parking lot located at 32 Liberty Street, Newton, New Jersey. The Parties have agreed that Newton will supply the necessary Department of Public Works ("DPW") personnel and equipment to pave the parking lot and the Housing Authority will pay for all materials needed to pave the parking lot.

NOW THEREFORE it is understood and agreed as follows:

1. Paving Assistance: The Parties agree that Newton shall supply the necessary DPW personnel and shall use its existing equipment to pave the Housing Authority's parking lot located at 32 Liberty Street, Newton, New Jersey. In the event that Newton does not have the appropriate equipment or needs to rent other equipment in order to pave the parking lot, the Housing Authority shall be responsible for such rental costs. The Housing Authority shall pay for all materials and rental equipment needed to pave the parking lot. In the event that the materials and/or any additional equipment is rented for the parking lot pavement project, are procured directly by Newton, the Housing Authority shall reimburse Newton within forty-five (45) days of its receipt of an invoice and voucher for such materials and/or rental equipment from Newton. It is anticipated that the work shall be completed by August 31, 2016. However, in the event that work is not completed by that date the parties shall reasonably cooperate in order to complete the work in a timely manner. In the event that Newton is unable to commence or

complete the paving based on unforeseen circumstances or acts of nature, it shall have no responsibility for any damage or claims, of any nature, that may be made by the Housing Authority or any third party.

2. No Warranty: The Housing Authority acknowledges and agrees that Newton is assisting the Housing Authority with the parking lot paving without compensation and as such Newton is not warranting or guarantying the paving project in any way, and, therefore, makes no warranties, express or implied, including, without limitation, the condition of the final pavement, the duration of the pavement, its design, capacity, performance, construction, workmanship or fitness for any particular use. All work being performed by Newton is on an "as-is" basis. Newton shall not be responsible or liable to the Housing Authority for any loss, delay or damage of any kind resulting from the paving project, including but not limited to defects in the pavement.
3. Indemnification: The Housing Authority shall indemnify, defend, and hold harmless The Town of Newton, its council members, manager and its employees from all liability and claims for damages or injury caused by or resulting from the Housing Authority's failure to pay for the materials and/or any equipment rental costs. The Housing Authority's responsibility shall include paying the Town of Newton's reasonable attorney fees and costs of suit.
4. Insurance: During the paving project each party shall maintain sufficient generally liability insurance as recommended by Newton's risk manager.
5. Notice: Any notice required to be submitted pursuant to the terms and conditions hereof, or in conjunction with the performance of the service contemplated hereby, shall be served upon:

A. Town of Newton
Thomas S. Russo, Jr., Town Manager
39 Trinity Street
Newton, NJ 07860

B. Newton Housing Authority
Dr. Kimberly Iozzi, Executive Director
32 Liberty Street
Newton, NJ 07860

C. Town of Newton
Kenneth Jaekel, DPW Supervisor
39 Trinity Street
Newton, NJ 07860

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed by their respective authorized officers; and the corporate seal of hereunto impressed.

ATTEST:

TOWN OF NEWTON

BY: Lorraine A. Read
Lorraine A. Read, RMC
Municipal Clerk

BY: Daniel G. Flynn
Daniel G. Flynn, Mayor

Dated: Nov. 9, 2015

ATTEST:

NEWTON HOUSING AUTHORITY

BY: Kathryn Walk

BY: Kimberly Iozzi

Dated: 11/12/15