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September 27, 2018

Ms. Penny Wollman
Township Clerk
Township of Howell
P. O. Box 580
Howell, NJ 07731

RE: Municipal Assistance/Shared Services Agreement

Dear Ms. Wollman;

Enclosed are a certified copy of Resolution 2018-133, Authorizing the Execution of a Municipal Assistance/Shared Services Agreement Between the Township of Howell and Colts Neck Township and one fully executed, signed and sealed municipal assistance shared services agreement, approved at the September 26, 2018 meeting of the Township Committee for your files.

As required, a copy of the enclosed agreement and resolution have been provided to the New Jersey Department of Local Government Services

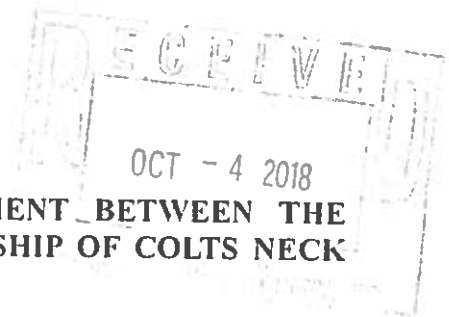
Sincerely,

A handwritten signature in cursive script, appearing to read 'Beth Kara', is written in black ink.

Beth Kara, RMC/CMC
Municipal Clerk

Enclosures 2

cc: Kathleen Capristo, Township Administrator;
John Antonides, Chief Financial Officer;
Louis Bader, Public Works Director; and
Meghan Bennett Clark, Township Attorney.



MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF HOWELL ("HOWELL") AND THE TOWNSHIP OF COLTS NECK ("COLTS NECK")

Howell and Colts Neck enter into this agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act (*N.J.S.A. 40A:65-1, et seq.*),

IT IS AGREED:

1. **Services Offered.** Howell will offer the municipal assistance/shared services listed on Exhibit "A" to Colts Neck.
2. **Amendment to Services Offered.** Howell, in its discretion, may amend Exhibit "A" from time to time, upon written notice to Colts Neck.
3. **Request for Service.** Colts Neck will initiate a request for service by submitting a Request Form to Howell.
4. **Cost of Services.** For those items on Exhibit "A" for which a fixed cost is not set, the estimated cost to Colts Neck will be determined by Howell in advance and shall be subject to the approval of Colts Neck prior to the services being rendered.
5. **Payment of Reasonable Cost.** In the event that Colts Neck requests a service and prior approval of the cost has not been obtained, whether because of an emergency or some other reason, and Howell provides the requested service, Colts Neck agrees to pay Howell the reasonable cost of the service, with the understanding that Howell will receive reimbursement for Howell's costs in providing the service, including the cost of goods, expendables, labor and administrative costs.
6. **No Obligation by Colts Neck.** Colts Neck is under no obligation to utilize any services offered by Howell.
7. **No Obligation by Howell.** Howell is under no obligation to provide a service requested by Colts Neck if Howell is not then in a position to honor the request.
8. **Workmanlike Services.** Howell will render services to Colts Neck in a workmanlike manner.
9. **Care Required.** Howell will exercise ordinary care in rendering services to Colts Neck.
10. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which Colts Neck avails itself of the services available.
11. **Effective Dates.** This agreement shall be in effect from the date of its execution by both parties until September 30, 2019, unless sooner terminated by either party.
12. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
13. **Howell's Representative.** Howell's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of Howell with regard to the services available to Colts Neck, the cost thereof and commitment to provide requested services.
14. **Colts Neck's Representative.** Colts Neck's Administrator and/or Public Works

EXHIBIT "A"

Services available:

The municipal assistance/shared services available from Howell include, but are not limited to, the following:

- Catch basin cleaning:
- Culvert repairs:
- Diesel inspections:
- Equipment use (with equipment operator):
- Guide rail installation:
- Leaf collection:
- Mowing:
- Paving:
- Plowing:
- Recycling:
- Salting and sanding:
- Street sign installation:
- Street sweeping:
- Towing:
- Traffic signal installation:
- Vehicle maintenance:
- Vehicle painting: and
- Vehicle repairs.

Pricing:

It is the intent that Howell will recoup its actual costs in providing the services, but no profit. Therefore, the cost of the services shall be the estimated actual cost to Howell for the requested (a) equipment, (b) materials and (c) labor, as quoted by Howell,

Procedure:

If Colts Neck is interested in procuring services through the Municipal Assistance/Shared Services Agreement, Colts Neck will submit a completed Request Form to Howell. If Howell is able to honor the request, Howell will approve the request and issue either a fixed or an estimated price quotation. Colts Neck will then decide, at its option, whether or not to accept the services offered by Howell.

Director or his/her respective designee will act on behalf of Colts Neck with regard to a request for services from Howell and approval of cost estimates provided by Howell.

15. Payment of Invoices. Colts Neck will pay Howell for services rendered under this agreement within thirty (30) days of Howell's invoice for those services. If Colts Neck disputes a Howell invoice, Colts Neck will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.

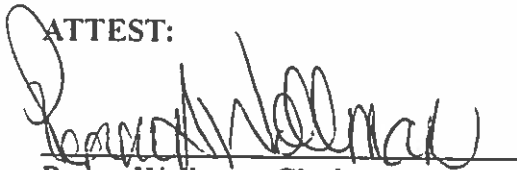
16. Disputes. If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.

17. Indemnification. Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.

18. Authority to Execute Agreement, The execution of this agreement has been duly authorized by the governing bodies of Howell and Colts Neck.

IN WITNESS WHEREOF, the parties of the Agreement have caused these present to be signed by their duly authorized officers and their corporate seal to be hereunto affixed the day and year first written.


ATTEST:


Penny Wollman, Clerk

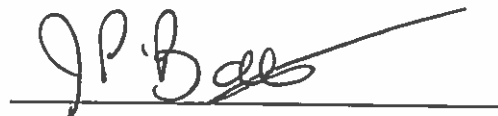
TOWNSHIP OF HOWELL


Theresa Berger, Mayor

ATTEST:


Beth Kara, Clerk

TOWNSHIP OF COLTS NECK


J.P. Bartolomeo, Mayor

RESOLUTION 2018-133

**AUTHORIZING THE EXECUTION OF A
MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF HOWELL AND COLTS NECK TOWNSHIP**

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as this Municipality to enter into shared service agreements with other local units; and

WHEREAS, the Township of Howell, a local unit, has offered to provide municipal assistance/shared services to this Municipality; and

WHEREAS, it is in the best interest of this Municipality to enter the proposed Municipal Assistance/Shared Services Agreement with the Township of Howell.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Colts Neck Township that the Mayor and Municipal Clerk be and are hereby authorized to execute the attached Municipal Assistance/Shared Services Agreement with the Township of Howell.

BE IT FURTHER RESOLVED that the Municipal Clerk forward a certified copy of this resolution, along with the executed Municipal Assistance/Shared Services Agreement to the following:

1. Penny Wollman, Clerk, Township of Howell;
2. John Antonides; Chief Financial Officer;
3. Louis Bader, Public Works Director;
4. NJ Department of Local Government Services; and
5. Meghan Bennett Clark, Township Attorney.

I, Beth Kara, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 26th day of