

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Town of Newton COUNTY: Sussex

RECIPIENT: Newton Housing Authority COUNTY: Sussex

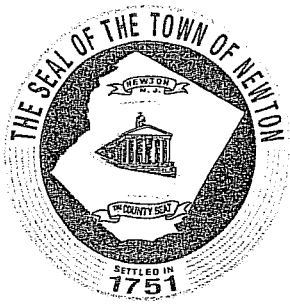
BRIEF DESCRIPTION OF SERVICE:

Shared Service for the use of Town of Newton Engineer

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 #190-2015

November 9, 2015 "Resolution Authorizing a Shared Service Agreement Between the Town of Newton and the Newton Housing Authority for the Use of Town Engineering Services"

WHEREAS, the Town of Newton and the Newton Housing Authority have agreed to enter into a Shared Services Agreement for the use of Town engineering services to assist the Housing Authority with its water system 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 water system project through the use of Town engineering services 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

**SHARED SERVICE 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; and

WHEREAS, the Housing Authority has the need for professional engineering services related to evaluating its water system, including fire suppression sprinklers and determining suitable remedial action to address deficiencies found, including but not limited to those involving low water pressure, and has requested Newton's assistance through the use of Newton's Town Engineer's office, Harold E. Pellow & Associates, Inc. ("Town Engineer"). The Parties have agreed that Newton will supply the use of the Town Engineer and the Housing Authority will reimburse Newton for the services provided by the Town Engineer based on the proposal attached to this Agreement as Exhibit A.

NOW THEREFORE it is understood and agreed as follows:

1. Water Improvement Project: The Parties agree the Housing Authority shall have the ability to use the Town Engineer to investigate, develop a corrective course of action and implement such course of action in order to address deficiencies in the water lines and equipment servicing the Housing Authority's property(s). The Housing Authority shall be responsible for paying for all Engineering Services for its water project, and shall reimburse Newton within forty-five (45) days of its receipt of an invoice and voucher for such engineering services from Newton. The Housing Authority acknowledges and agrees that Newton is providing the use of the Town Engineer as an accommodation to the Housing Authority and as such Newton shall have no responsibility for any damage or claims, of

any nature, that may be made by the Housing Authority or any third party as the result of the Housing Authority's project.

2. No Warranty: The Housing Authority acknowledges and agrees that Newton is assisting the Housing Authority by allowing the use of its Town Engineer and as such Newton is not warranting or guaranteeing the services provided by the Town Engineer or the work being performed, and, therefore, makes no warranties, express or implied, including, without limitation, concerning the engineering services or any remedial work to be performed based on the recommendations of the Town Engineer, any design, capacity, performance, construction, workmanship or fitness for any particular use. Newton is not responsible or liable to the Housing Authority for any loss, delay or damage of any kind resulting from the project.
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 Town Engineer's services. The Housing Authority's responsibility shall include paying the Town of Newton's reasonable attorney fees and costs of suit.
4. Insurance: During the project the Housing Authority 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

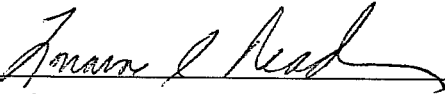
B. Newton Housing Authority
Dr. Kimberly Iozzi, Executive Director
32 Liberty Street
Newton, NJ 07860

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

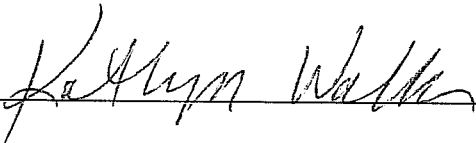
BY: 
Lorraine A. Read, RMC
Municipal Clerk

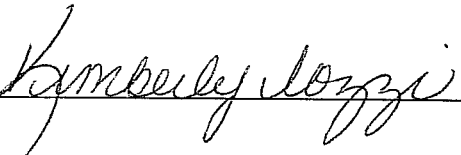
BY: 
Daniel G. Flynn, Mayor

Dated: Nov. 9, 2015

ATTEST:

NEWTON HOUSING AUTHORITY

BY: 

BY: 

Dated: 11/12/15

EXHIBIT A

Engineer:

Harold E. Pellow & Associates, Inc.

Hourly Rate

\$125.00