

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Byram Township COUNTY: Sussex County

RECIPIENT: Andover Township COUNTY: Sussex County

BRIEF DESCRIPTION OF SERVICE:

Snow Removal Services

EFFECTIVE DATE: 06/12/2017

EXPIRATION DATE: Completion of 18/19 Snow Season

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.

SNOW REMOVAL SERVICES AGREEMENT

THIS AGREEMENT, made this 12th day of June, 2017, by and

between:

THE TOWNSHIP OF ANDOVER, a Municipal Corporation, Incorporated in the State of New Jersey, and located at 134 Newton-Sparta Road, Newton, New Jersey, 07860; and

THE TOWNSHIP OF BYRAM a Municipal Corporation, Incorporated in the State of New Jersey, and located at 10 Mansfield Drive, Stanhope, New Jersey, 07874.

WITNESSETH:

WHEREAS, the Township of Andover is in need of snow removal services to be performed on the Forest Lake section of Andover Township, consisting of approximately 1.2 miles of roadway; and

WHEREAS, the Township of Byram has the ability to provide said services to the Township of Andover; and

WHEREAS, the parties desire to enter into an agreement concerning the provision of such snow removal services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and consideration recited herein, the parties hereto agree as follows:

1. The Township of Byram shall provide snow removal services to the Township of Andover for the Forest Lake section of Andover Township (approximately 1.2 miles) for a flat annual rate of \$5,000.00 per year. The services shall include all snow removal services associated with all snow/ice storms and shall also include call-out for slippery conditions as well as the Township of Andover providing reasonable and necessary salt brine treatment to the road surfaces referenced herein.

2. The term of the contract shall be for two (2) years commencing with the 2017/2018 winter season and ending after the 2018/2019 winter season with an option

for additional year(s) which shall be discussed amongst the parties prior to the end of the initial two year contract term. The Township of Andover shall be billed as follows for services provided:

Contract Year One (2017/2018 Winter Season) - \$5,000.00

Contract Year Two (2018/2019 Winter Season) - \$5,000.00

The aforementioned annual amount billed shall be associated with the relative costs for providing the equipment, appropriate staffing and any other reasonable costs attributed to the snow removal services being provided.

The Township of Andover agrees to pay the Township of Byram the above-stated fee on December 1 of each calendar year commencing December 1, 2017.

Any payments due and unpaid under this agreement shall bear interest at the rate of 1-1/2 % per month from the date that payment is due.

3. In addition to the other rights and remedies of the parties herein, the Township of Byram shall indemnify and hold harmless the Township of Andover, its elected and appointed officials, their employees, agents and servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from damages or injury caused by, or resulting from, the willful or negligent acts or omissions by the Township of Byram's personnel arising out of this Agreement or any of the obligations assumed by the Township of Byram hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Byram is solely or jointly responsible for such liability. In the event it is determined by a Court that the Township of Byram is not solely responsible for said liability, then the Township of Byram's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the

Township of Byram. The Township of Byram, upon notice from the Township of Andover, shall resist and defend, at the expense of the Township of Byram, such action or proceeding with counsel reasonably satisfactory to the Township of Andover. In addition, at its option, the Township of Andover may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Byram's obligation under this paragraph. In addition, the Township of Byram shall furnish the Township of Andover with a Certificate of Insurance which shall name the Township of Andover as an additional insured and shall clearly show that the policies with the following limits of liability will be in effect for the duration of this Agreement:

General/Environmental/Automobile Liability: \$500,000 per occurrence, combined single limit for bodily injury and property damage with no aggregate.

Worker's Compensation: Statutory coverage including employer's liability limits of \$500,000.


Umbrella: \$1,000,000.

4. The term of this agreement shall commence immediately upon the execution of this Agreement by both parties, which shall be the effective date of this agreement, and shall continue until the conclusion of the 2018/2019 winter storm season with an option for additional year(s), which if accepted, shall extend the date of this agreement until such time agreed upon in writing between the parties.

5. The parties agree that they each have the right to terminate this Agreement upon sixty (60) days prior written notice to the other at the address listed above in this Agreement. In the event this Agreement is terminated during the course of a particular winter season, the Township of Andover shall be reimbursed a pro-rate percentage for the costs not incurred by the Township of Byram in performing the snow removal services for the remainder of said winter season.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and caused their proper seals to be affixed hereto the day and year first above written.

TOWNSHIP OF ANDOVER



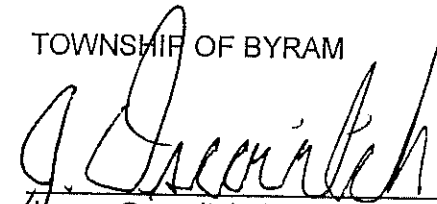
, Mayor
Township of Andover

ATTEST:



Diana Francisco, Clerk,
Township of Andover

TOWNSHIP OF BYRAM



James Oscovitch, Mayor
Township of Byram

ATTEST:



Doris J. Flynn, Township Clerk