

MASTER PUBLIC WORKS INTERLOCAL SHARED SERVICES AGREEMENT FOR
SHARING PUBLIC WORKS EQUIPMENT AND PERSONNEL BETWEEN MUNICIPAL
PARTICIPANTS IN THE SOMERSET COUNTY BUSINESS PARTNERSHIP SHARED
SERVICES GROUP, THE COUNTY, AND EACH OTHER

AGREEMENT

AGREEMENT, made this _____ day of _____, 2004 by and between the _____, New Jersey (hereinafter referred to as "Municipality") and the COUNTY OF SOMERSET, County Administration Building, 20 Grove Street, P.O. Box 3000, Somerville, New Jersey (hereinafter referred to as "County") and any other municipality in the Somerset Shared Services Neighborhood Group that adopts a similar Master Public Works Interlocal Shared Services Resolution, hereinafter referred to as the "designated municipalities".

WITNESSETH:

WHEREAS, the Municipality is desirous of occasionally sharing Public Works equipment and even less occasionally Public Works personnel with the County and/or any designated municipality to provide Public Works services, general maintenance and related services; and

WHEREAS, the County and the other designated municipalities are desirous of occasionally sharing Public Works equipment and Public Works personnel with the Municipality in accordance with the terms of this Agreement; and

WHEREAS, the Interlocal Services Act (NJSA 40:8A-1 et. seq.) authorizes and empowers the County, the designated municipalities and the Municipality to enter into this Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Scope of Services

A. The Municipality agrees to occasionally lend or borrow Public Works equipment to or from the County and the designated municipalities during emergencies, as backup in case of breakdowns, as secondary support equipment for extra large projects, and occasionally for efficiency and effectiveness of operations. (Note: any and all regularly scheduled, frequent usage will be covered by a separate Interlocal Shared Services Agreement and Resolution).

The equipment that the Township is willing to lend is listed on "Schedule A" which is attached to this Agreement. The fees for lending this equipment **and/or** utilizing Municipal employees are listed on "Schedule B" which is attached to this Agreement.

It must be clearly understood by all parties concerned that the Municipal equipment must be available for Municipal projects whenever needed. Therefore, the equipment listed on "Schedule A" attached will only be available whenever not in use, or scheduled to be used for a Municipal project, and, then, it will only be made available at the sole discretion of the Municipality's Public Works contact person.

2. Term

This Agreement shall extend from January 1, 2005 to December 31, 2006. Either party may cancel this Agreement upon 30 days' written notice to others. Sunshine Clause: This Agreement must be renewed by the governing body of the Municipality on or before December 31, 2004, approximately two years from the date of adoption, or this Agreement will be null and void as of **12:01** a.m. on January 2, 2005.

3. Compensation

The County or one of the designated municipalities will be paid and the Municipality will pay the Public Works Equipment and Personnel Rental services at an hourly rate for time and type of equipment provided based upon the fee schedules which are attached as "Schedule B". The County or the designated municipality will provide an itemized bill to the Municipality along with a signed voucher on a monthly basis. The Municipality agrees to promptly process the County's or designated municipality's vouchers for payment and to pay all bills within 45 days of submission by the County to the Municipality.

The common billable measurement will be "hourly", broken down into quarter hours, for both equipment and personnel. However, at the discretion of the contact person, charges may be rounded to half-day (4 hours) or full day (8 hours) charge, even though the equipment may be picked up early the morning, or day, before actual usage, and/or returned later the afternoon, or day, after actual usage.

4. Contact Person

The Municipality agrees to appoint a person to act as a liaison to serve as the "Public Works Contact person" hereinafter referred to as the "Contact Person" between the County **and/or** the designated municipalities and the Municipality in order to support and

facilitate the orderly and **efficient** distribution of equipment requests and related relevant information to the County's or designated municipality's Public Works Contact Person.

Unless otherwise appointed by a Resolution of the Municipality's governing body, the Municipality's Public Works Contact Person will be:

a. The _____

b. If the _____ is unavailable for any reason whatsoever, the first alternate Public Works Contact Person shall be the _____

c. If the _____ is unavailable for any reason whatsoever, the second alternate Public Works Contact person shall be the _____

5. Effective Date

This Agreement shall become effective as of January 1, 2005, upon passage of any authorizing Resolution by the Municipality and Resolution by the County or designated municipality (ies) as required by the Interlocal Services Act, NJSA 40:8A-4 et. seq.

6. Level of Service

The County, the Municipality, and the designated municipalities agree to provide all services in a professional and workmanlike manner.

7. No Charge Policy

Similar to mutual aid for police and fire departments, the Contact Person may lend Municipal equipment to the designated municipalities or County on an occasional basis, without charge, at his sole discretion. The maximum number of times per year this may occur with any one of the designated municipalities is three (3) times. Regardless of the reason, for any occurrence over three (3) times per year, a charge will be incurred and must be paid by the municipality using the equipment. Each occurrence shall not exceed two (2) days (ie 16 billable hours) in length.

8. Power and Authority of County and/or Designated Municipality

The County and the designated municipality, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the contract.

9. Other Agreements

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

10. Dispute of Payment

As provided in NJSA 40:8A-7(b), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph 5 shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County or designated municipality shall promptly repay the excess.

11. Indemnification

Each municipality and the County hereby indemnifies and holds the other harmless against all losses, claims, or liabilities of any kind (including reasonable attorneys' fees and costs) for personal injury or property damage, arising out of the actions taken by either party pursuant to this Agreement.

12. Insurance

During the term of this Agreement, the Township will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person, and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of \$100,000.00. The Municipality shall provide the County with a Certificate of Insurance naming the County and the designated municipalities as additional insured, and stating that said policy cannot be cancelled except on thirty (30) days' notice to the County.

13. Dispute Resolution

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with the American Arbitration Association rules. Each party involved in arbitration shall be responsible for equally sharing the cost of the arbitrator. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The parties agree that the decision rendered by the impartial arbitrator shall be binding.

14. Miscellaneous

This Agreement may only be modified in writing, duly authorized and signed by the Mayor of each Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the following addresses:

For the Municipality:

For the County:

County of Somerset
Department of Public Works
Linny Armstrong, Assistant to the Director
P.O. Box 3000
20 Grove Street
Somerville, NJ 08876 1262

15. Authorization

Each party represents and warrants to the other that all municipal or County action necessary for such municipality or the County to enter into and perform all obligations required by this Agreement has been validly taken and that the undersigned are authorized to execute this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17. No Assignments

One party without the written consent of the other may not assign this Agreement.

18. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

19. Severability

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause,

sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE COUNTY OF SOMERSET

BARBARA A. LUCAS, CLERK

BY: _____

DENISE, DIRECTOR

MUNICIPALITY OF _____

. MUNICIPAL CLERK

BY: _____

, MAYOR

Note: This Master Agreement also becomes effective with any designated municipality upon the adoption of an appropriate resolution by that designated municipality and the execution of a similar Agreement with the County of Somerset, even though an actual signed Agreement between the Municipality and that designated municipality is not signed by both municipalities.

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SCHEDULE "A"
EQUIPMENT

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SCHEDULE "B"

FEES

Equipment Costs:

_____ will use the equipment cost listing from Somerset County for equivalent equipment, if no listing for equivalent equipment; the Municipal Contact Person will set the cost.

Labor Costs:

_____ will charge all labor costs plus _____% for benefits.