

TOWNSHIP OF BYRAM, COUNTY OF SUSSEX, STATE OF NEW JERSEY

RESOLUTION NO. 18 - 2009

**A RESOLUTION OF THE TOWNSHIP OF BYRAM, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT WITH THE COUNTY OF SUSSEX FOR THE PROVISION OF ROAD AND STREET SIGN MANUFACTURING SERVICES**

**WHEREAS**, the County of Sussex operates a street and road sign manufacturing service; and

**WHEREAS**, the Township of Byram desires to participate in the street and road sign manufacturing service established by the County of Sussex; and

**WHEREAS**, both the parties have the authority to enter into the attached Agreement pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq. and the Local Public Contracts Law, N.J.S.A. 40A:1 1-1 et seq.; and

**WHEREAS**, the Township of Byram does agree to reimburse the County of Sussex, pursuant to the attached Agreement, for the cost of the service; and

**WHEREAS**, the Township of Byram agrees to remit its share of the aforementioned costs to the County on an invoice basis; and

**WHEREAS**, the Township Attorney has reviewed the attached Agreement and finds same to be sufficient and acceptable.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Byram, in the County of Sussex and State of New Jersey, as follows:

1. The Township of Byram hereby authorizes the Mayor and Township Clerk to execute the attached Interlocal Services Agreement with the County of Sussex for the street and road sign manufacturing service.
2. A copy of this Resolution and Agreement shall be forwarded to Bernard Re, Sussex County Treasurer; Patrick Bailey, Sussex County Budget Director; Ronald Tappan, Administrator, Sussex County Department of Central & Shared Services; Keith A. Armstrong, Sussex County Shared Services Coordinator; and Diane S. Eakman, Deputy Clerk, Board of Chosen Freeholders, County of Sussex
3. This Resolution shall take effect immediately.

Adopted this 2nd day of February, 2009 and certified as a true copy of an original.

*Doris J. Flynn*

COUNCIL MEMBER	Doris J. Flynn, R.M.C., Municipal Clerk	Councilman O'Brien	Councilman Rafferty	Councilman Thompson	Councilman Osconitch	Mayor Danielson
By:		x				
2nd				x		
Yes		x	x	x		
No					x	x
Abstain						
Absent						

**RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO AN AGREEMENT WITH THE TOWNSHIP OF BYRAM PROVIDING FOR ROAD SIGN MANUFACTURING SERVICES BY THE COUNTY OF SUSSEX IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:65-1 ET SEQ. AND N.J.S.A. 40A:11-10 ET SEQ.**

**WHEREAS**, the County of Sussex, desires to work with various municipalities in order to realize mutual cost savings through joint agreements for road sign manufacturing services; and

**WHEREAS**, the County of Sussex, through its Office of Bridge and Traffic Safety, within the Division of Engineering, is in a position to provide these services to the Township of Byram; and

**WHEREAS**, the Township of Byram and the County of Sussex have arrived at an understanding regarding the provision of road sign manufacturing services by the County of Sussex to the Township of Byram for a period of five years, and this understanding has been embodied in a Shared Services Agreement; and

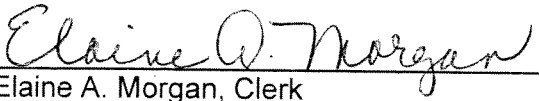
**WHEREAS**, the parties have the authority to enter into an agreement under the Shared Services Act, N.J.S.A. 40A:65-1 et seq., and the Local Public Contracts Law, N.J.S.A. 40A:11-10 et seq.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Sussex, State of New Jersey, that the Clerk of the Board and the Freeholder Director are hereby authorized to execute the Shared Services Agreement which is attached hereto and made a part hereof between the Township of Byram and the County of Sussex; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution and Agreement shall be open to public inspection at the office of the Clerk of the Board of Chosen Freeholders of the County of Sussex immediately after passage at One Spring Street, Newton, NJ Monday through Friday, 8 am – 4:30 pm; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be forwarded to Doris Flynn, the Clerk of the Township of Byram, 10 Mansfield Drive, Stanhope, N.J., 07874; the Department of Engineering and Planning; County Administrator; Administrator, Department of Central and Shared Services; Division of Engineering; Office of Bridge and Traffic Safety; and the County Shared Services Coordinator.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on 25th day of February, 2009.

  
 Elaine A. Morgan, Clerk  
 Board of Chosen Freeholders  
 County of Sussex

RECORD OF VOTE						
FREEHOLDER	AYE	NO	N/V	ABS	MOVE	SEC
Crabb	✓					✓
Parrott	✓					
Vetrano	✓					
Wirthe	✓					
Zellman	✓				✓	

A - Aye  
 N - Not Voting  
 SEC - Resolution Seconded  
 MOVE - Resolution Moved  
 ABS - Absent

**SHARED SERVICES AGREEMENT  
BETWEEN THE COUNTY OF SUSSEX  
AND THE TOWNSHIP OF BYRAM  
FOR ROAD SIGN MANUFACTURING SERVICES**

This Agreement made this 25<sup>th</sup> day of February, 2009 by and between the COUNTY OF SUSSEX, One Spring Street, Newton NJ 07860 (hereinafter called the "County") and the Township of Byram (hereinafter called the "Township"), 10 Mansfield Drive, Stanhope, New Jersey 07874.

**WHEREAS**, this Shared Services Agreement between the County and the Township provides for the manufacturing of the Township street and road signs and achieves economies and efficiencies.

**WHEREAS**, the County is prepared to accept the responsibility for the manufacturing of the Township's street and road signs as per the agreed upon terms and conditions hereafter set forth.

**WHEREAS**, the State of New Jersey has defined the procedures for the execution of any agreement, and the Agreement between the County and the Township shall be governed by the Shared Services Act, N.J.S.A. 40A:65-1 et seq., and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Service Provided by the County. During the term of this Agreement, the County will provide to the Township street and road sign manufacturing service. The service to be provided by the County shall include all items listed on Section 7, Price and Manner of payment.
2. Scheduling and Execution of Service. The County agrees to perform all services in a workmanlike manner. All services will be scheduled by the County Sign Shop Supervisor, or his designee, in a manner which will provide efficiency and economy consistent with timeliness. The Township recognizes that the County has finite personnel and resources to provide the agreed upon services and the County is entitled to provide the services according to the Sign Shop work load demands. The County makes no representation that it will provide the service within a given time frame, but will in all cases (and consistent with the foregoing) make its best effort to provide all services in a timely manner.
3. Liaison & Reporting. The Township agrees to appoint an official liaison and designated alternate to maintain contact with the County Sign Shop Supervisor or his designee and to provide input concerning street and road sign manufacturing needs of the Township as determined by the Township's Committee. The County Sign Shop Supervisor will prepare and submit to the Township billing of the services provided the month following receipt of the signs by the Township.

4. Term: Renewal. This Agreement shall be effective February 25, 2008 through February 24, 2013, unless terminated by either party for any reason, in writing, at least sixty (60) days in advance of termination. Upon expiration of the term, the parties may extend the term or enter into a new Agreement upon such terms and conditions as they agree and incorporate into a written Agreement.

5. Actions. If the County and the Township are co-defendants in any action arising from the Agreement, the defense costs and damages awarded, if any, shall be borne equally by each party.

6. Interpretation. Any questions regarding the proper interpretation of the terms of this Agreement shall be submitted to the Township Attorney and County Counsel respectfully. Absent a unanimous opinion on the matter, it shall be referred to a single arbitrator for binding arbitration. The parties will each pay one-half of the cost of the arbitration. The arbitrator will be chosen by the County of Sussex.

7. Price: Manner of Payment. The County shall charge the Township the rate of:

A.

Size	Type of Sign	High Intensity	Diamond Grade
6x24	Street	\$26.74	\$32.95
9x24	Street	\$30.88	\$40.19
30x30	Warning	\$47.05	\$69.68
36x36	Warning	\$64.62	\$97.22
24x24	Stop	\$33.20	\$47.69
30x30	Stop	\$46.46	\$59.20
24x30	Speed	\$41.08	\$59.20
36x48	Speed	\$81.28	\$124.75

The rates shall increase 3.5% January 1 of each year of the Agreement. Additionally, rates will be subject to modification to reflect actual changes in material costs. Material cost adjustments may be made throughout the course of the calendar year as materials are restocked. Payment for services provided for the Township shall be made the month after delivery of signs to the Township, as per invoices submitted by the County Sign Shop Supervisor. In the event of any dispute as to the amount to be paid under the terms of the Agreement, the full amount to be paid in accordance with the schedule noted in this paragraph shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, the County shall promptly refund the excess. The schedule is representative of a few common sign types and sizes. The cost schedule has been developed based upon actual material costs, labor rates with fringe, fabrication times, and five percent (5%) shop equipment overhead. Costs for signs not contained within the table shall be billed using the same base elements as developed by the County.

8. Applicable Standards. The County shall manufacture signs to the standards defined within the most recent release along with any revisions thereto of both "The Manual on Uniform Traffic Control Devices" and "Standard Highway Signs" both published by the Federal Highway Administration.


9. Status of Township. The County is performing its services under this Agreement as a public entity pursuant to the Shared Services Act, and not as a private independent contractor. The County, and its employees, with respect to its services and other activities pursuant to this Agreement retain all privileges and immunities accorded to a public entity under the law, including all those afforded a public entity under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall not be modified, except in writing and signed by both parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized to do so in accordance with the Statutes, hereunto set their hands and cause their corporate seals to be affixed this 25<sup>th</sup> day of February, 2009.

**COUNTY OF SUSSEX**

ATTEST:


  
Elaine A. Morgan, Clerk  
Board of Chosen Freeholders

  
Glen Vetrano  
Freeholder Director

**BYRAM TOWNSHIP**

ATTEST:

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Eskil S. Danielson  
Mayor  
Township of Byram

ATTEST:  
  
Doris Flynn  
Clerk  
Township of Byram