

**WARREN COUNTY SHARED SERVICES AGREEMENT
FOR SHARING WARREN COUNTY ROAD EQUIPMENT AND
PERSONNEL BETWEEN WARREN COUNTY MUNICIPALITIES AND
THE COUNTY OF WARREN**

AGREEMENT

AGREEMENT, made this _____ day of _____, 2009 by and between the County of Warren, Wayne Dumont, Jr. Administration Building, 165 Route 519 South, Belvidere, New Jersey 07823 (hereinafter referred to as the “County”) and any municipality in Warren County that adopts a similar Warren County Road Shared Services Agreement Resolution, hereinafter referred to as the “Designated Municipalities”.

WITNESSETH:

WHEREAS, Warren County is desirous of occasionally sharing County Road equipment and County Road personnel with the municipalities in accordance with the terms of this Agreement; and

WHEREAS, the Uniform Shared Services & Consolidation Act (N.J.S.A. 40A:65-1 et seq.) authorizes and empowers the County to enter into the Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Scope of Services

The County agrees to occasionally lend equipment from the County to municipalities during emergencies, as backup in case of breakdowns, as secondary support equipment for extra large projects and for efficiency and effectiveness of operations

The equipment that the County is willing to lend is listed in “Schedule A” which is attached to the Agreement. The fees for lending this equipment and/or utilizing County employees are listed on “Schedule A”.

It must be clearly understood by all parties concerned that the County equipment must be available for County 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 County project and then, it will only be made available at the sole discretion of the Warren County contact person.

2. Term

This Agreement shall extend from _____ to _____. Either party may cancel this Agreement upon thirty (30) days' written notice to others.

3. Compensation

The County will be paid and the Municipality will pay the County of Warren for equipment and personnel rental services at an hourly rate for time and type of equipment provided based upon the fee schedule which is attached as Schedule A. The Equipment Return Inspection Sheet shall be completed after the completion of any project so the County can 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 vouchers for payment and to pay all bills within forty-five (45) days of submission by the County.

The common billable measurement will be hourly, broken down into half-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.

4. Contact Person

The Municipality agrees to appoint a person to act as a liaison to serve as the Contact Person with the County in order to support and facilitate the orderly and efficient distribution of equipment requests and related information to the County's Road Supervisor. An attached Equipment/Personnel Request Form shall be submitted by the Municipal Contact Person for scheduling purposes to the County Road Supervisor.

5. Effective Date

This Agreement shall become effective as of _____, upon passage of any authorizing resolution by the Municipality.

6. Level of Service

The County agrees to provide all services in a professional and workmanlike manner.

7. Power and Authority of County

The County, 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.

8. Other Agreements

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

9. Dispute of Payment

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 3 shall be paid.

10. Indemnification

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

11. Insurance

During the term of this Agreement, the County 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 as additional insured and stating that said policy cannot be cancelled except on thirty (30) days' notice to the County.

12. Miscellaneous

This Agreement may only be modified in writing, duly authorized, signed and forwarded to 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:

Allamuchy Township:
Municipal Building, 292 Alphano Road, PO Box A, Allamuchy, NJ 07820

Township of Oxford:

Municipal Building, 11 Green Street, PO Box 119, Oxford, NJ 07863

Town of Phillipsburg:

Municipal Building, 675 Corliss Avenue, Phillipsburg, NJ 08865

Township of Pohatcong:

Municipal Building, 50 Municipal Drive, Phillipsburg, NJ 08865

Borough of Washington:

Municipal Building, 100 Belvidere Avenue, Washington, NJ 07882-1426

Township of Washington:

Municipal Building, 211 State Route 31 North, Washington, NJ 07882

Township of White:

Municipal Building, 555 CR 519, Belvidere, NJ 07823

FOR THE COUNTY:

Warren County Road Department
Thomas Kitchen, County Supervisor of Roads
185 Route 519 South
Belvidere, NJ 07823-1931

13. Governing Law

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

14. 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 approved by the Warren County Board of Chosen Freeholders.

15. 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 WARREN

Signature

Signature

Date: _____

Date: _____

ATTEST:

NAME OF MUNICIPALITY

Signature

Signature

Date: _____

Date: _____

ATTACHMENT “A”

Warren County Vehicle Equipment List For Municipal Shared Service

Description	Year	Rate w/Operator
1. Single Axle 6/8 Yd International Dump Truck	2008	\$64.79 Per Hour
2. Mason Dump F-550 Crew Cab ¾ Yd.	2003	\$57.01 Per Hour
3. Pick Up F-350 4X4	2008	\$36.20 Per Hour
4. Pick Up Dodge 1500 4X4	2001	\$36.20 Per Hour
5. Tandem Axle Volvo Dump Truck 16/18 Yd.	1999	\$94.15 Per Hour
6. Gradall Excavator	2004	\$124.84 Per Hour
7. Case Backhoe 580 1.5 Cu. Yd. Bucket	2000	\$49.34 Per Hour
8. Huber Grader	1978	\$52.84 Per Hour
9. JCB Front Wheel Loader 2.5 Yd Bucket	2007	\$54.30 Per Hour
10. Elgin Sweeper	2007	\$72.34 Per Hour
11. Case 350 Backhoe	2006	\$33.09 Per Hour
12. Lee Boy Paver 2 Screed Men@ \$\$23.76 Each Per Hr. 1 Dump Man@ \$18.86 Per Hr.	2008	\$81.60 Per Hour
13. Oil & Chip Spreader	1996	\$60.10 Per Hour
14. Pneumatic Roller	2004	\$41.37 Per Hour
15. Maudin 1 Ton Roller	1990	\$29.92 Per Hour
16. Case 5-7 Ton Roller	1988	\$46.67 Per Hour
17. Miller Power Curber	1994	\$39.10 Per Hour
18. Pull Sweeper	1992	\$21.70 Per Hour
19. Ingersol Air Compressor	1995	\$31.30 Per Hour

	<u>Description</u>	<u>Year</u>	<u>Ratew/Operator</u>
20.	Kelly Crestwell Hawk Striper	2000	\$23.25 Per Hour
21.	Crafco Super Shot 250 Crack Sealer Without Material	2001	\$43.16 Per Hour
22.	Bandit Brush Chipper	1999	\$48.85 Per Hour
23.	McCormick Tractor Mower	2005	\$39.61 Per Hour
24.	Ford Tractor WT/KA Boom Flail	1991	\$40.11 Per Hour
25.	Trail King Flatbed Sliding Trailer	1999	\$32.29 Per Hour
26.	Haulmark Trailer Enclosed – 6'X12' - 7'High	2002	\$22.74 Per Hour
27.	General 1 Ton Capacity Trailer	1981	\$32.29 Per Hour
28.	Troy Built Walk Behind Mower	2007	\$22.35 Per Hour
29.	Asphalt Zipper	2002	\$81.65 Per Hour
30.	Custom 24' Low Boy Trailer 20 Ton Capacity	1987	\$32.29 Per Hour
31.	Athey Maintainer	1986	\$37.94 Per Hour
32.	Addco Message Board	2006	\$28.86 Per Hour
33.	Wanco Light Tower	2004	\$39.10 Per Hour
34.	Bucket Truck	2001	\$87.85 Per Hour
35.	Stump Grinder	2001	\$44.85 Per Hour
36.	Welding Truck – w/2009 Miller Welder	1991	\$39.63 Per Hour
37.	Wash Down Recycler (Includes Including Material) Hope/Blairstown Garage Belvidere Garage Must be scheduled on a Tuesday or Thursday		\$23.38 Per Hour \$23.38 Per Hour
38.	Muller Concrete Mixer	1980	\$28.65 Per Hour
39.	Hyster Fork Lift 2 Ton Capacity	2008	\$60.50 Per Hour
40.	Water Truck For Dust Control	2009	\$42.24 Per Hour

**WARREN COUNTY
EQUIPMENT RETURN INSPECTION**

EQUIPMENT PICKED-UP OR
RETURNED: _____

CONDITION: _____

MUNICIPALITY: _____

PERSON RETURNING _____
DATE _____

PERSON CHECKING: _____
DATE: _____

EXPLANATION OF DAMAGES IF
ANY: _____

