

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DPW17-1011-43**

Date of Adoption **OCTOBER 11, 2017**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **JONES**

SECONDED BY **HUDLEY**

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF ESSEX AND THE TOWNSHIP OF IRVINGTON FOR THE CONSTRUCTION AND USE OF A SALT DOME IN IRVINGTON TOWNSHIP

WHEREAS, the Township of Irvington is in need of constructing a new Salt Dome; and

WHEREAS, the County of Essex desires the occasional use of the Salt Dome during times of emergencies such as winter storms and/or when the County salt requirements exceed the supply of salt readily available to the County; and

WHEREAS, the Township of Irvington is willing to extend such occasional emergency use to the County of Essex should the County of Essex contribute to the cost of constructing the Salt Dome; and

WHEREAS, it has been determined that the most expeditious way to proceed with the project would be as a joint venture ("Shared Services Agreement"), with Irvington Township advertising for receipt of bids then building and constructing the salt dome and the County would reimburse the Township for said construction; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1. et seq.) authorizes and empowers the County and the Township to enter into this Agreement for the purposes of sharing services contemplated by this Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a shared-service agreement between the Township and the County of Essex is hereby authorized for the construction and use of a Salt Dome; and

BE IT RESOLVED that the Township Attorney is hereby authorized and directed to review and approve this shared-service agreement and the Mayor and Township Clerk are authorized and directed to sign the same.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	X				INMAN				X
COX	X				JONES, 2ND VICEPRESIDENT	X			
FREDERIC	X				LYONS, PRESIDENT	X			
DR. HUDLEY	X								

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE OCTOBER 11, 2017

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]*

DATE **OCT 11 2017**

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☒ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☒ HEALTH ☐ HOUSING ☐ INIC ☐ JUDGE ☐ LEGAL ☒ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☒ DIR ☐ PUBLIC WORKS ☒ PURCHASING ☒ SEC ☒ PB/ZBA ☐ TRAFFIC ☐ ZONING ☒ OFF ☐ DLGS ☒ GNCD ☐ OTHER(S): _____



TOWNSHIP OF IRVINGTON
OFFICE OF THE TOWNSHIP CLERK
MUNICIPAL BUILDING
CIVIC SQUARE

IRVINGTON, NEW JERSEY 07111

Tel: (973) 399-6664

Fax: (973) 416-6417

www.irvington.net

Harold E. Wiener, R.M.C., C.M.C., M.M.C.
Municipal Clerk

October 12, 2017

Timothy Cunningham, Director
Division of Local Government Services
101 South Broad Street
Post Office Box 803
Trenton, N.J. 08625-0803

Dear Director Cunningham:

Enclosed herewith please find the following:

1. Resolution authorizing a shared services agreement with Essex County for the construction of a salt dome.

Very truly yours,

Harold E. Wiener
Municipal Clerk

enclosure (1)

cc: Althea Headley, Q.P.A.

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF ESSEX & THE
TOWNSHIP OF IRVINGTON FOR THE CONSTRUCTION AND USE OF A SALT DOME IN
IRVINGTON TOWNSHIP

This Shared Services Agreement ("Agreement") is made this ____ day of 2017 by and between Township of Irvington ("Township") having its principal offices at One Civic Square, Irvington, NJ 07111 and the County of Essex ("County") having its principal offices at 465 Dr. Martin Luther King, Jr. Boulevard, Newark, NJ 07102.

WHEREAS, the Township and the County desire to enter into a Shared Services Agreement giving the County access to the Township's new Salt Dome Construction Project ("Salt Dome") in times of emergency and short supply in exchange for the County of Essex paying the cost of construction of the Salt Dome located at Coit Street, Public Works Garage, 408 Coit Street, Irvington, NJ 07111; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1. et seq.) authorizes and empowers the County and the Township to enter into this Agreement to provide or receive any service that each local unit is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of each local unit; and

WHEREAS, the Agreement entered into shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the director; and

WHEREAS, the Township is in need of a new Salt Dome to store salt to be used in the Township during winter weather and road conditions that are hazardous to the public health and safety of the Township; and

WHEREAS, the County desires periodic access to the Salt Dome and a certain amount of salt during the winter season and during periods of emergencies such as winter storms and/or at times when the County salt requirements exceed the supply of salt readily available to the County from other sources; and

WHEREAS, the Township is willing to extend such seasonal and emergency use of the salt dome and maintain a certain tonnage of salt for use by the County and the County is willing to contribute to the cost of constructing the Salt Dome; and

WHEREAS, it has been determined that it is in the best interest of the County and the Township to proceed with the Salt Dome project would be under the terms of a Shared Services Agreement pursuant to which Irvington Township would advance all expenses to prepare bid specifications, advertise for receipt of bids, award a contract to a construction contractor, construct, operate and maintain the salt dome, while the County would reimburse the Township for construction costs; and

WHEREAS, it is the purpose of the Shared Services Agreement to set forth the various duties, responsibilities and obligations of the parties to this Agreement; and

WHEREAS, the County and the Township have adopted respective resolutions authorizing the entry of this Agreement by each of them.

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual and joint obligations set for herein and other valuable consideration, the County and the Township do hereby mutually agree as follows:

1. The County agrees to provide the Township the following as it relates to the construction of the Salt Dome Project:

a. Funding for all the costs of construction and any and all other costs relating to the construction of the Salt Dome Project in an amount not to exceed \$300,000.00. The County will not be responsible for construction related costs in excess of this amount.

b. The County's payment in an amount not to exceed \$300,000.00 shall be paid upon completion of construction of the Salt Dome.

2. The Township shall be responsible for the design, construction, and inspection obligations during the construction of the Project. The Township will also be responsible to obtain any and all necessary permits and approvals required to construct and operate the Salt Dome.

3. The parties further mutually agree as follows:

a. The Township shall be responsible to administer the construction contract and make partial payments to the contractor as the work progresses and in accordance with the bid specifications and contract. It is agreed that the contract(s) with any successful bidder(s) shall provide hold harmless/indemnification language in favor of both the County and the Township for any personal injury or property damage incurred during the construction of the project. Additionally, the successful bidder shall be required to provide insurance in favor of the County and the Township in accordance with the standard Township contract provisions.

b. The Township of Irvington shall be responsible for the design, construction, and inspection during construction of the Project.

c. The Township will provide the County full site access to the Salt Dome during the winter season. The Township will make a front-end loader available on the site during the winter season. The Township will also provide that the front-end loader will have an operator on site during ongoing winter weather operations.

d. The Township will maintain a salt reserve amount of 500 tons for the County's emergency use at all times. This reserve amount shall be replenished by the County if and when it is depleted.

e. Neither the County's participation in the construction funding nor the

County's use of the salt dome shall be construed as the County assuming any responsibility for future maintenance or repairs to the Salt Dome. The responsibility for maintaining the Salt Dome will remain with the Township.

f. Compensation of County and Township employees, to the extent applicable, shall be borne by the respective public bodies and shall not form a part of any cost of the project.

g. The Township shall adopt any and all ordinances to complete the Salt Dome project as may be required by law in order to accomplish the purposes of this Agreement.

h. The Township shall at times hereafter indemnify and hold the County from and against any and all losses, claims, damages and suit for damages for property and injury to and/or death to persons caused or resulting from the actions or in-actions of the County in regard to any of its obligations agreed to herein.

i. The Township shall defend, indemnify, protect and save harmless the County and its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of, any act, error or omission of the Township, its agents, servants and employees in the performance of the work covered by this Agreement.

j. The parties shall, to the extent applicable, comply with all the applicable rules, regulations, statutes and ordinances of the State of New Jersey and the Township agree that the bidding and awarding of the construction contract will follow the Public Contract Laws of the State of New Jersey.

k. This agreement shall become effective upon the passage of an authorizing Resolution by the Township and a Resolution by the County along with execution of the Agreement by both parties.

l. The lowest qualified bidder shall provide a Certificate of Insurance which shall name the County and the Township and each of their officers, employees, Freeholders, Council Members and assigns as additional insureds with minimum limits of liability to be reasonably approved by the parties.

m. This Agreement may not be assigned without the written consent of the other party.

n. 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 same is in writing and signed by all of the parties hereto.

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

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

p. The Agreement shall commence upon the signing of this Agreement and shall end on _____, 20__.

NOTICES

All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) if served by personal delivery upon the party for whom it is intended, on the day so delivered; (b) if mailed by registered or certified mail, return receipt requested, on the third business day following such mailing; (c) if deposited for delivery by a reputable courier service, on the business day following deposit with such courier; or (d) if sent by electronic facsimile transmission, on the day the facsimile is transmitted electronically, or if not a business day, the next succeeding business day to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To the Township of Irvington

To the County of Essex

ENTIRE AGREEMENT

This Agreement, including the Schedules, together with the Transaction Agreement, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

PARTIES IN INTEREST

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Township or the County or their respective successors or permitted assigns any rights or remedies under or by reason of this Agreement.

GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Township of Irvington

County of Essex