

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: County of Hudson COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Improvement and Maintenance of a Traffic Island at 92nd Street and Kennedy Boulevard

EFFECTIVE DATE: 03/01/2018

EXPIRATION DATE: 02/28/2028

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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.

RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BERGEN AND THE COUNTY OF HUDSON FOR THE IMPROVEMENT AND MAINTENANCE OF A TRAFFIC ISLAND AT 92ND STREET AND KENNEDY BOULEVARD

WHEREAS, the County of Hudson ("County") controls or will control real property owned by the New Jersey Department of Transportation, which consists of a traffic island at 92nd Street and Kennedy Boulevard (the "Property"); and

WHEREAS, the Township of North Bergen ("Township") and the County wish to enter into a shared services agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., whereby the Township would take over control and maintenance of the Property from the County; and

WHEREAS, a copy of the proposed Shared Services Agreement between the Township and the County ("Agreement") is on file in the Township Clerk's Office; and

WHEREAS, the Agreement includes provisions (1) that the Township will assume control of the Property and may beautify and improve the Property; (2) that the term of the Agreement is for 10 years; and (3) that no payments will be made to or from either party related to the control or maintenance of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Agreement is hereby authorized and approved, with such changes as the Township Administrator and Township attorney deem necessary to effectuate the purposes of this Resolution.
3. The Mayor, Township Administrator, Chief Financial Officer, Township Attorney, Township Clerk, Township Purchasing Agent, and any other necessary official, officer or employee of the Township be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution, including the execution of the final Agreement.

4. A certified copy of this Resolution be forwarded to:

	YES	NO	NOT
Jabrera	✓		(b) (1)
Marenco	✓		(b) (2)
Gargiulo	✓		
Pascual	✓		Date: February 7, 2018
Sacco	✓		
(President)			

County of Hudson | HEREBY CERTIFY the foregoing to be a True and Correct copy of Resolution passed by the Board of Commissioners of the Township of North Bergen in the County of Hudson, the State of New Jersey, at a meeting held on the above date.

Tom Pardo

Township Clerk

**MEMORANDUM OF UNDERSTANDING
COUNTY OF HUDSON AND TOWNSHIP OF NORTH BERGEN**

This Memorandum of Understanding (the "MOU") is entered into this 1st day of February, 2018 by and between the County of Hudson (the "County") located at 567 Pavonia Avenue, Jersey City, New Jersey 07306 and the Township of North Bergen (the "Township") located at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047.

WHEREAS, the County is in control of the property located on 92nd Street and Kennedy Boulevard in the Township and more particularly described as a landscaped island approximately 2,500 square feet in size and to the north of John F. Kennedy Boulevard (Route 501), a County owned roadway, to the west of 92nd Street (County Route 766, a County owned roadway, and south of Bergen Boulevard (Route 63), a State of New Jersey owned roadway (the "Property"); and

WHEREAS, the Property is more particularly depicted on the attached Schedule A; and

WHEREAS, the Township is desirous of assuming control of the Property in order to ensure that it is properly maintained and consistent with the condition of surrounding properties in the Township; and

WHEREAS, the County has no objection with the Township assuming control of the Property and believes it is in the best interests of the citizens of the County that the Township assumes control of the Property.

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. CONTROL OF THE PROPERTY

The Township shall assume possession and control of the Property commencing with the execution of this MOU by both parties.

2. WORK ON PROPERTY

The Township shall be permitted to perform any improvements, beautification, maintenance, restoration and/or repair relating to the Property (the "Work") provided that all plans for the Work shall be approved by the Engineering Department of the County prior to the commencement of any Work. Any approvals required shall not be unreasonably withheld.

3. MANNER OF PERFORMANCE OF WORK

Any Work performed on the Property will be performed by the Township in accordance with the provisions of all applicable New Jersey laws and regulations.

4. **TERM OF MOU**

The term of this MOU shall commence on March 1, 2018 and continue through February 28, 2028, or any longer term as may be permitted by the provisions of N.J.S.A. 40A:65-4 et seq.

5. **COMPENSATION**

It is agreed that there will no compensation paid by the County nor by the Township for the use of the Property by the Township and for any Work performed by the Township.

6. **INDEMNIFICATION**

The Township shall indemnify and hold harmless the County from any liability incurred by the County in connection with the use of the Property by the Township and in connection with any Work performed by the Township at or on the Property.

7. **NOTICES.**

All notices or other communications shall be in writing and shall be deemed duly given oif delivered personally or by certified mail:

TO:

County of Hudson
Office of the County Administrator
567 Pavonia Avenue
Jersey City, New Jersey 07306

Township of North Bergen
Office of the Business Administrator
4233 Kennedy Boulevard
North Bergen, New Jersey 07047

8. **APPROVAL OF STATE**

The parties recognize that the Property may fall within the purview of State Department of Transportation (the "DOT"). In the event that this MOU requires the approval of the DOT then it will be secured by the County. In the event that any necessary approval is not secured then either party may terminate this MOU.

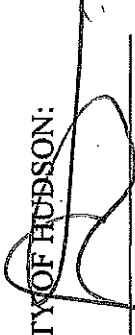
9. BINDING PROVISION

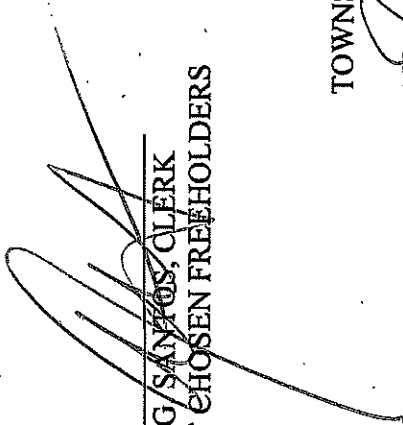
This MOU shall not be binding upon either party unless reduced to writing and signed by an authorized officer of the party seeking to be bound thereby and a resolution approving the terms of the MOU has been passed by the governing body of the County and the Township.

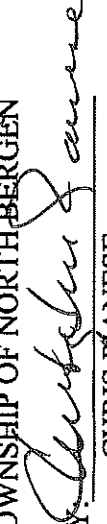
10. CANCELLATION OF MOU

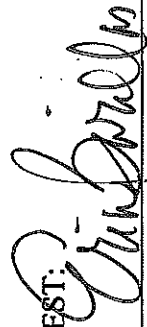
Either party may cancel this MOU upon one hundred eighty (180) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized officers.

COUNTY OF HUDSON:
BY: 
ABRAHAM ANTUN
HUDSON COUNTY ADMINISTRATOR

ATTEST:
BY: 
ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

TOWNSHIP OF NORTH BERGEN
BY: 
CHRIS PIANESE
NORTH BERGEN ADMINISTRATOR

ATTEST:
BY: 
ERIN BARILLAS, CLERK
TOWNSHIP OF NORTH BERGEN

SCHEDULE A

