

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Palisades Park COUNTY: Bergen
RECIPIENT: Borough of Edgewater COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

To provide an economical, recreational use of Palisades Park Swim Pool and Services for a term of 2 years of swim seasons

EFFECTIVE DATE: Memorial Day, 2014

EXPIRATION DATE: Labour Day, 2015

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.

SHARED SERVICES AGREEMENT BETWEEN THE BOROUGHS OF PALISADES
PARK AND EDGEWATER REGARDING MEMBERSHIP OPPORTUNITIES AT
THE PALISADES PARK SWIM CLUB

THIS SHARED SERVICES AGREEMENT entered into this ^{22nd} day of April, 2014, (hereinafter referred to as the "Agreement") by and between the Borough of Palisades Park (hereinafter referred to as "Palisades Park") having an address of 275 Broad Avenue, Palisade Park, New Jersey 07650; and the Borough of Edgewater (hereinafter referred to as "Edgewater") having an address of 55 River Road, Edgewater, New Jersey 07020, (also known collectively as the "Parties" or the "Boroughs").

WHEREAS, this Agreement is entered into pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq. and it is the intent of the Parties hereto that the provisions of this Agreement shall be construed to give full effect to the legislative intent expressed herein; and

WHEREAS, the governing bodies of the Boroughs deem it to be in the best interests of the residents of their respective communities to enter into this Agreement to provide for an economical, recreational use of the Palisades Park Swim Pool and services; and

WHEREAS, a Shared Services Agreement may be entered into without competitive bidding pursuant to the Interlocal Service Act, N.J.S.A.40:8A-1 and Local Public Contracts Law, N.J.S.A. 40A:11-5(21); and

WHEREAS, the parties currently and collectively share other services including but not limited to, emergency mutual aid; and

WHEREAS, Palisades Park maintains a swimming pool complex located on Roosevelt Place; and

WHEREAS, the Parties have agreed that they can benefit from cost-sharing with Palisades Park by sharing and participating in the use of the Palisades Park Swim Club; and

WHEREAS, on April 22, 2014, Palisades Park adopted Resolution No. CA-31 with regard to this Agreement

and inter alia the sharing of the use and enjoyment of the Palisades Park Swim Club; and

WHEREAS, on April 21, 2014, Edgewater adopted Resolution No. 2014-110 with regard to this Agreement and inter alia the sharing of the use and enjoyment of the Palisades Park Swim Club; and

WHEREAS, in accordance with N.J.S.A. 40A:65-4, a copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the New Jersey Department of Community Affairs.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, the parties stipulate and agree as follows:

1. All recital paragraphs in the preamble of this Agreement are hereby incorporated as integral contractual provisions and made a part of this Agreement as if set forth in their entirety.

2. This agreement shall be without charge or cost to either municipality.

3. Palisades Park shall provide and make available to the residents of the Borough of Edgewater, the opportunity to obtain membership in the Palisades Park Swim Club, entitling each resident to the full use and enjoyment of the Swim Club located on Roosevelt Place.

4. Palisades Park shall provide and make available to the Recreation Department of the Borough of Edgewater the opportunity to use the Palisades Park Swim Club subject to prior approval from the Borough of Palisades Park and the Palisades Park Swim Club.

5. Edgewater residents shall be able to join and participate in the Palisades Park Swim Club on the same basis, and in accordance with the same terms and conditions, as applies to residents of the Borough of Palisades Park. This shall include, but not be limited to, the resident of Edgewater being charged the same rate as the residents of Palisades Park for family (up to 5), family (up to 6), couple, individual and senior citizen.

6. This Agreement shall have a term of two (2) years from the effective date hereof, operating for the swim seasons of 2014 and 2015 (beginning approximately on or about Memorial Day and ending on or about Labor Day of each year) unless either party provides written notice to the other of its intent to not renew on or before November 15, 2014. Following the initial two-year term, this agreement shall renew for an additional two (2) year period, unless either of the parties notifies the other of its intent not to renew on or before November 15, 2015.

7. This Agreement shall *in futuro* incorporate any and all other justified shared municipal services provided the parties execute a short memorandum outlining the service to be shared and the terms and conditions of same.

8. This Agreement can only be modified in writing, signed by duly authorized representatives of both Parties.

9. Nothing contained in this Agreement shall require the residents of Edgewater to become members of the Palisades Park Swim Club.

10. This Agreement is binding upon all parties who sign it and all who succeed to the rights and responsibilities, including successor administrations of the Parties.

11. During the term of this Agreement, Palisades Park shall contract for and maintain workers compensation; comprehensive and general liability insurance, including public liability and property damage, each at a minimum liability limit of \$1,000,000.00 covering any claims arising out of the use of the premises. Edgewater and its officials, employees, agents and servants shall be named as additional insured. Palisades Park shall provide Edgewater with proof of coverage and indemnification. Palisades Park expressly understands and agrees that any insurance coverage required by this Agreement shall, in no way, limit the obligations assumed in this Agreement, and shall not be constructed to relieve Palisades Park from any liability in excess of such coverage.

12. During the term of this agreement, Edgewater shall maintain general liability insurance in the amount of \$1,000,000.00 with regard to any claims, actions, liabilities, damages for accidents, injury to or death to

persons, or loss of damage to property, occurring on, in or at the premises, arising out of any acts of negligence as may be alleged against either Party by a resident of Edgewater.

Edgewater expressly understands and agrees that any insurance coverage required by this Agreement shall, in no way, limit the obligations assumed in this Agreement, and shall not be constructed to relieve Edgewater from any liability in excess of such coverage.

The Borough of Edgewater shall provide proof of insurance naming the Borough of Palisades Park as additional insured.

Except to the extent of the participation of Edgewater Recreation Department officials, employees, agents or representatives, in activities they may conduct or supervise at the Palisades Park Swim Club, nothing in this Agreement shall be constructed to establish that the Borough of Edgewater, its employees, representatives, officials or agents are owners, operators, managers, employee(s), or are an employer or co-employer with or representative(s) of Palisades Park in the design, construction, maintenance, supervision, employment at or operation of the Palisades Park Swim Club.

Except as otherwise specifically set forth in this Agreement, Palisades Park agrees to release, indemnify and hold harmless Edgewater, its officials, employees, agents, servants and representatives against any and all claims, actions, liabilities and damages (including, without limitation, reasonable attorney's fees and expenses) imposed upon and/or asserted against Edgewater by reason of use of the premises or any part thereof, with reference to any accident, injury to or death to persons, or loss or damage to property, occurring on, in or at the premises, arising out of any act or negligence as may be alleged against Palisades Park or any of its officials, employees, representatives, agents or volunteers.

13. Nothing in this agreement shall be construed to provide for the release of any claim by any resident of the Borough of Edgewater in connection with, or on account of, that resident's participation/membership in the Palisades Park Swim Club.

14. The place of execution of this Agreement shall have no bearing on the law governing its interpretation, it being understood and agreed by the parties that the Agreement shall be construed and governed in accordance with the laws of the State of New Jersey, exclusive of conflict of laws principles.

15. The parties to this Agreement have been represented by competent legal counsel or have had the opportunity to consult with legal counsel with whom each of the parties has had a reasonable opportunity to confer. The parties participated jointly in the preparation of this Agreement, and each party has had the opportunity to review, comment upon and redraft this Agreement. This agreement will therefore be construed as if the parties jointly prepared it, and any uncertainty or ambiguities will not be interpreted against any one party and in favor of the other. No rule of construction will apply against any party or in favor of any party.

16. If any term or condition of this Agreement or any application of this Agreement shall be determined to be contrary to the Laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms or conditions or application shall continue in full force and effect.

17. The parties agree to execute any and all further documents which may be reasonably required to effectuate the terms of this Agreement.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

19. The signatories of this Agreement have been authorized to enter into this Agreement and all herein referenced agreements by resolution of the Governing Body of each municipality as follows: Palisades Park Resolution No. PA-31 dated April 22, 2014 and Edgewater Resolution No. 2014-110 dated April 21, 2014

20. Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the

Parties, or of any right which is not explicitly waived in this Agreement.

21. 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 is in writing, duly authorized and signed by all the Parties hereto.

22. Headings. The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

23. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.

24. Cooperation of the Parties. In performing any service pursuant to this Agreement, the performing parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

25. Benefit: No Third Parties Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership, or other entity

shall be deemed a third party or other beneficiary of this Agreement.

26. Force Majeure. No Party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such Party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God", epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.

27. All notices under this Agreement must be in writing. These notices must be delivered personally or mailed by certified mail, return receipt requested, to the following parties:

As to the Borough of Palisades Park:
David Lorenzo, Borough Administrator
Borough of Palisades Park
275 Broad Avenue
Palisades Park, New Jersey 07650

With a copy to:
John L. Schettino, Esq.
Law Offices of John L. Schettino, LLC
800 Main Street
Hackensack, New Jersey 07601

As to the Borough of Edgewater:

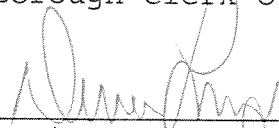
Barbara Rae, Borough Clerk
Borough of Edgewater
55 River Road
Edgewater, New Jersey 07020

With a copy to:

Philip N. Boggia, Esq.
Boggia & Boggia, LLC
71 Mount Vernon Street
Ridgefield Park, New Jersey 07660


IN WITNESS WHEREOF, the Borough of Palisades Park has caused this Agreement to be duly executed in its name and

on its behalf by David Lorenzo, Borough Administrator; and the Borough of Edgewater has caused this Agreement to be duly executed in its name and on its behalf by Barbara Rae, Borough Clerk of Edgewater.



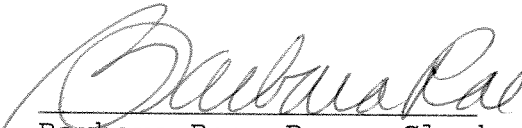
David Lorenzo, Boro. Adm.
Borough of Palisades Park

Date: _____, 2014



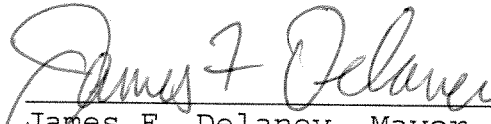
James Rotundo, Mayor
Borough of Palisades Park

Date: _____, 2014



Barbara Rae, Boro. Clerk
Borough of Edgewater

Date: 4-22-14, 2014



James F. Delaney, Mayor
Borough of Edgewater

Date: 4-22-14, 2014