

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Bergen COUNTY: Bergen

RECIPIENT: Borough of Oakland COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

For short term rental of the County owned Street Sweeper

EFFECTIVE DATE: October 10, 2016

EXPIRATION DATE: October 10, 2017

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
FOR SHORT TERM RENTAL OF COUNTY OWNED STREET SWEEPER**

THIS AGREEMENT is made by and between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076 hereinafter referred to as the "County" and

BOROUGH OF OAKLAND, a body politic and corporate of the State of New Jersey, with administrative offices located at 1 Municipal Plaza, Oakland, New Jersey, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the County of Bergen owns certain equipment, including a 2006 Elgin/Pelican 3 wheel broom sweeper ("Street Sweeper"); and

WHEREAS, subject to the operational needs of the County, the County seeks to make the Street Sweeper available to the municipalities within Bergen County for short term use; and

WHEREAS, Municipality wishes to rent the Street Sweeper from the County for use on the Municipality's roads; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, *et seq.*).

WHEREAS, the County has authorized this agreement by adoption of Resolution No. 1001-16 on September 21, 2016; and

WHEREAS, the Municipality has authorized this agreement by adoption of Resolution No. 16-171 on August 24, 2016; and

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. Scope of Services.

- A. The County agrees to permit the Municipality to utilize the Street Sweeper in accordance with the terms of this Agreement.
- B. It is clearly understood by all the parties concerned that the Street Sweeper must be available to the County for County projects, whenever needed. Consequently, the equipment will only be available whenever not in use or scheduled to be used for a County project or another municipality, and it will only be available at the sole discretion of the County's Director of Public Works.

2. Term.

- A. The term of this Agreement shall be one year from the Effective Date, and shall automatically renew for successive one-year terms unless either party notifies the other in writing of intent to terminate. This Agreement may be terminated by either party upon thirty days' written notice, for any reason, including administrative convenience.
- B. Termination of this Agreement does not relieve the Municipality from any responsibility for defense or indemnification of any claims against the County or the Municipality's obligations for maintenance or repair of the Street Sweeper occasioned by Municipality's use of the Street Sweeper. The County shall have no liability to the Municipality for any losses or additional costs that may be incurred by the Municipality as a result of the County's termination of this Agreement.

3. Compensation.

- A. The County agrees to accept and the Municipality agrees to pay one thousand, five hundred dollars (\$1,500) per week for rental of the Street Sweeper for up to two weeks. The rental fee shall not be prorated for partial weeks (i.e. if the Municipality rents the Street Sweeper for 1 day, the amount due shall be \$1,500; if the Municipality rents the Street Sweeper for 8 days, the amount due shall be \$3,000).
- B. Notwithstanding the foregoing, if, due to inclement weather or other good cause, the Municipality is unable to complete its street sweeping within 14 days, the Municipality may, with the prior approval of the County, retain the sweeper for an additional two days, (i.e. days 15 and 16) free of charge. If the Municipality requires the Street Sweeper beyond days 15 and 16, and if the County grants permission, the Municipality shall be required to pay the County the one thousand, five hundred dollar (\$1,500) rental fee for the entire third week, and may keep the Street Sweeper for the remainder of the week.
- C. The Municipality agrees to pay the County within 45 days after submission of the invoice by the County to the Municipality.

4. Responsibilities of the Parties.

- A. The Municipality shall take custody of the Street Sweeper on a date to be coordinated with the County Department of Public Works, and shall return the Street Sweeper no later than fourteen calendar days thereafter, except as otherwise set forth herein. These dates may be modified by the County's Director of Public Works to accommodate the scheduling needs of the Municipality and the County, and to accommodate unforeseen circumstances such as inclement weather, which may prevent the Municipality from performing street sweeping during the originally scheduled dates.
- B. The Municipality shall take custody of and return the Street Sweeper to the County at the Bergen County Department of Public Works located at the Bergen County Annex, 500 Jerome Avenue (mailing address of 220 East Ridgewood Avenue), Paramus, New Jersey,

or such other location where the County, in its sole discretion, seeks to store the Street Sweeper when not in use. Under no circumstances shall the County be required to deliver the Street Sweeper to or retrieve the Street Sweeper from another location.

- C. Prior to taking custody of the Street Sweeper, the Municipality shall provide the County with a certificate of insurance meeting the requirements of Paragraph 8, "Insurance," below.
- D. The Municipality agrees that persons assigned to operate the Street Sweeper ("operators") will possess all required licenses to operate the Street Sweeper and will have fulfilled training requirements as well as all New Jersey motor vehicle laws, regulations, and requirements prior to operating said Street Sweeper.
- E. The Municipality agrees to utilize the Street Sweeper in full and complete compliance with all Federal, State, and Local standards and requirements. In the event the County determines that the Municipality has failed to utilize the Street Sweeper in conformance with all Federal, State, and Local standards and requirements, the Municipality shall immediately return the Street Sweeper to the County in the manner directed by the County.
- F. The Municipality shall be responsible for all fueling and routine maintenance of the Street Sweeper during such time as the Street Sweeper is in the Municipality's custody.
- G. The Municipality shall be responsible for inspecting the Street Sweeper before taking custody, and before each operation of the Street Sweeper to ensure the Street Sweeper is in operational condition.
- H. The Municipality shall be responsible for the cost of repairing any damage to the Street Sweeper while the Street Sweeper is in the Municipality's custody and for any equipment maintenance required in connection with the Municipality's use.
- I. In the event that the equipment is damaged during the Municipality's possession of same and/or requires maintenance in connection with the Municipality's use, the County will provide an itemized bill to the Borough and the Municipality will pay same within forty five days of presentment of the itemized bill.
- J. The Municipality shall maintain written records regarding receipt, possession, and maintenance of the Street Sweeper.
- K. The Municipality shall return the Street Sweeper to the County in the same condition as when the Municipality borrowed it.
- L. The Municipality shall return the Street Sweeper to the County with a full tank of fuel.
- M. The Municipality shall return the Street Sweeper to the County with the hopper emptied.

N. Notwithstanding any other provision of this agreement, the Municipality will return the Street Sweeper to the County's Department of Public Works upon the County's request within twenty four (24) hours.

5. Other Agreements.

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement. Nothing in this Agreement shall prohibit the County from entering into agreements to purchase, maintain, rent, loan, sell, or otherwise dispose of the Street Sweeper to other public or private entities.

6. Dispute Regarding Payment.

As provided in N.J.S.A. 40A:65-1, et seq., 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 this Agreement shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County shall promptly repay the excess.

7. Risk of Loss; Indemnification.

The Municipality acknowledges and agrees that County has made no representation regarding the condition of the Street Sweeper, and the Street Sweeper is being loaned strictly in "as is" and "where is" condition with no warranties, either expressed or implied. The Municipality hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the Municipality's use of the Street Sweeper, including any loss occasioned by failure of the Street Sweeper to perform as intended.

The Municipality agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and claims for damages or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by the County or the Municipality hereunder. Specifically included in this obligation is the Municipality's agreement to defend, indemnify and hold harmless the County Indemnified Parties from any and all claims asserting failure on the part of the County to properly maintain the Street Sweeper, including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Street Sweeper.

The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

The Municipality shall be solely responsible for any and all theft and/or damage which shall be occasioned by the Municipality's use, or occur while the Street Sweeper is being utilized or in the custody of the Municipality, and all such costs shall be borne solely by the Municipality.

8. Insurance.

During the term of this Agreement, the Municipality shall maintain workers' compensation insurance with statutory limits and a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Street Sweeper used in this performance hereunder. In addition, the Municipality shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Street Sweeper other than those claims covered by the aforementioned automobile liability insurance. The Municipality shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County's prior written approval of such cancellation or change. The Certificates must provide for thirty (30) days' notice of cancellation in the event that a Municipality's policy is cancelled for any reason. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

It is understood that, while the County of Bergen is the titled owner to the Street Sweeper, the Municipality, being responsible for the operator of the Street Sweeper, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Street Sweeper during such time as the Municipality has custody of the Street Sweeper, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

9. Dispute Resolution.

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving the Municipality of returning the Street Sweeper to the County immediately upon demand, regardless of the status of any dispute resolution process.

10. No Waiver.

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in

writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

11. Relationship of the Parties.

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

12. Notices.

All notices, demand, consents, approvals, or requests, required or permitted to be given to or served upon the County, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the Municipality: Richard Kunz
 Borough of Oakland
 1 Municipal Plaza
 Oakland, New Jersey 07436

If to the County: Director
 Bergen County Department of Public Works
 One Bergen County Plaza
 Hackensack, NJ 07410

With a copy to: County Counsel
 County of Bergen
 One Bergen County Plaza – Room 580
 Hackensack, NJ 07601

13. Miscellaneous.

This Agreement may only be modified in writing, duly authorized and signed by the County and Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the County Contact or Municipal Contact.

14. Governing Law.

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

15. No Assignment.

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the Municipality grant custody of the Street Sweeper to any third party without the express written consent of the County's Director of Public Works.

16. No Third Party 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.

17. Counterparts.

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

18. 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 signed by all the parties hereto.

19. 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.

20. Title and Headings.

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

21. Recitals.

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

22. Effective Date.

This Agreement shall become effective upon passage of an authorizing Resolutions by the Municipality and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution hereof by both the County Executive and the Authorized official of the Municipality.

IN WITNESS WHEREOF, the COUNTY OF BERGEN and BOROUGH OF OAKLAND ("Municipality") have executed this SHARED SERVICES AGREEMENT FOR SHORT TERM RENTAL OF COUNTY OWNED STREET SWEEPER ("Agreement"), consisting of recitals and twenty two enumerated paragraphs on seven pages plus signature page(s), and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:

Patricia Rodriguez

Dated: 9-29-16

COUNTY OF BERGEN

By: [Signature]
James J. Tedesco, III, County Executive, or
Julien X. Neals, Acting County Administrator

ATTEST:

[Signature]

Dated: 10-10-16

BOROUGH OF OAKLAND

By: Linda H. Schwager
Linda H. Schwager, Mayor



2016

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

WMB
11/13/16

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola				✓
Felice	✓			
Ganz	✓			
Sullivan				✓
Voss	✓			
Zur	✓			
Chairman Tanelli	✓			
TOTALS	5	-	-	2

Resolution No. 1001-16
Date: September 21, 2016
Page: 1 of 10
Department/Division: Public Works
Purpose: Authorize shared services agreement with the Borough of Oakland for the short term rental of a County-Owned Street Sweeper.
Account No. n/a
Contract No. _____
Dollar Amount: Revenue producing
Prepared By: DEZ

Offered by: Body as a whole
Seconded by: _____
Approved by: [Signature]

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders on above date at the Regular Meeting by: [Signature]
Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, the municipalities in Bergen County have need of equipment to perform street sweeping services on local roads; and

WHEREAS, not every municipality owns its own street sweeper; and

WHEREAS, the market rate for rental of a street sweeper from an outside vender can exceed \$3,000 per week; and

WHEREAS, the County of Bergen owns certain equipment, including a 2006 Elgin/Pelican 3 wheel broom sweeper ("Street Sweeper"); and

WHEREAS, in accordance with the County Executive's shared services initiative, the County seeks to make the Street Sweeper available to the municipalities within Bergen County at a rental rate below that which the municipalities would have to pay to rent from a private vendor, thus saving the taxpayers money; and

WHEREAS, County Counsel has prepared a form of agreement, entitled SHARED SERVICES AGREEMENT FOR SHORT TERM RENTAL OF COUNTY OWNED STREET SWEEPER (the "Shared Services Agreement"), a copy of which annexed hereto, providing for rental of the Street Sweeper by municipalities at a rate of \$1,500 per week or any part thereof; and

WHEREAS, The Borough of Oakland wishes to rent the Street Sweeper from the County for use on the municipality's roads for up to two weeks upon the terms set forth in the Shared Services Agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, et seq.), requires that the Shared Services Agreement be approved by resolutions adopted by both parties; and

WHEREAS, the Borough of Oakl dna has authorized this Shared Services Agreement by adoption of Resolution No. 16-171 on August 24, 2016, a copy of which is annexed; and

WHEREAS, in accordance with *N.J.S.A. 40:41A-36(i)*, Bergen County Executive James J. Tedesco, III has presented the Shared Services Agreement to the Board of Chosen Freeholders for its review and approval,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS, upon the recommendation of Raymond W. Dressler, Director of the Department of Public Works, as follows:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby agrees to the terms of the Shared Services Agreement annexed hereto.
3. The County Executive is hereby authorized to execute the Shared Services Agreement with the Borough of Oakland in substantially the form annexed hereto, together with any other documents necessary to formalize the aforementioned agreement, the Agreement and all other documents to be in forms approved by County Counsel.



Borough of Oakland
Bergen County, New Jersey

Resolution 16-192

Authorize Amended Shared Services Agreement

WHEREAS, on August 24, 2016, the Borough of Oakland authorized entering into a Shared Service Agreement with Bergen County regarding the use of the 2006 Elgin/Pelican 3 Wheel Broom Sweeper owned by the County of Bergen; and

WHEREAS, the County of Bergen has revised the agreement for short term rental of the County owned sweeper;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body that the Mayor is hereby authorized and directed to execute the amended Shared Service Agreement for short term rental of the 2006 Elgin/Pelican 3 Wheel Broom Sweeper owned by the County of Bergen, which agreement is annexed hereto and made a part hereof.


LINDA H. SCHWAGER, MAYOR

ATTEST


LISA M. DUNCAN, BOROUGH CLERK

October 10, 2016
Date Adopted

	Motion	Second	Ayes	Nays	Abstain	Absent
Biale	✓		✓			✓
Coira		✓	✓			
Jensen			✓			
Kulmala			✓			
Talamini			✓			
Visconti			✓			
Mayor Schwager						