

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: North Bergen Municipal Utilities Authority COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Provide the MUA with services of the Township's Emergency Management Coordinator

EFFECTIVE DATE: 1/15/15

EXPIRATION DATE: 1/14/18

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 AN INTERLOCAL AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BERGEN AND THE NORTH BERGEN MUNICIPAL UTILITIES AUTHORITY FOR SHARING OF EMERGENCY MANAGEMENT COORDINATOR SERVICES

WHEREAS, an Interlocal Agreement has been proposed between the Township of North Bergen ("Township") and the North Bergen Municipal Utilities Authority ("MUA"); and

WHEREAS, a copy of said Agreement is on file in the Municipal Clerk's Office; and

WHEREAS, said Agreement provides for sharing the services of the Township's Emergency Management Coordinator with the MUA; and

WHEREAS, it is in the best interests of the Township to accept said Agreement and the Agreement is permitted pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-4.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN that said Agreement be and hereby is approved.

BE IT FURTHER RESOLVED that the Mayor, Township Administrator, Chief Financial Officer, Township Attorney, Township Clerk, 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.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to:

1. Christopher Pianese, Township Administrator
2. Frank Pestana, Executive Director MUA
3. David Ricigliano, Emergency Management Coordinator
4. Division of Local Government Services
Department of Community Affairs
P.O. Box 803
Trenton, New Jersey 08625
5. State Emergency Management Coordinator
Office of Homeland Security and Preparedness
1200 Negron Drive
P.O. Box 091
Trenton, New Jersey 08625

Date: January 14, 2015

	YES	NO	NOT VOTING
Cabrera	✓		
Ferraro	Absent		
Gargiulo	✓		
Pascual	✓		
Sacco	✓		
(President)			

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

Erin Sarullo Township Clerk

INTERLOCAL SHARED SERVICES AGREEMENT
FOR EMERGENCY MANAGEMENT COORDINATOR SERVICES

This Agreement made and dated as of 15th day of January 2015, by and between the Township of North Bergen ("Township") and the North Bergen Municipal Utilities Authority ("Authority"); (collectively the Parties").

WITNESSETH

WHEREAS, the Parties wish to enter into an Interlocal Shared Services Agreement to provide for the sharing of Emergency Management Coordinator Services; and

WHEREAS, the Township agrees to provide the Authority with the services of the Township's Emergency Management Coordinator.

NOW, THEREFORE, be it agreed by and between the Parties as follows:

1. The recitals set forth above are incorporated herein.
2. **Scope of Services.** Township agrees to provide the services of its Emergency Management Coordinator on an as needed basis to the Authority so that the Township Emergency Management Coordinator can also be the designated Emergency Management Coordinator for the Authority.
3. **Term.** This Agreement shall be effective upon execution and shall continue for one (1) year, unless terminated by either Party. This Agreement shall renew annually up to a period of three (3) years.
4. **Compensation.** The Authority shall pay the Township for services rendered in connection with providing services at \$7,500 per year. The Authority shall pay this amount to the Township within thirty (30) days of receipt of an invoice from the Township.
5. **Level of Service.** The Township will provide all services in a professional and workmanlike manner.
6. **Contact Person.** Each of the Parties agree to appoint a person to act as a liaison to serve as the contact person amongst the various Parties.
7. **Termination.** Either Party may terminate this Agreement at any time with or without cause (and no cause need be stated) by giving forty-five (45) days written notice to other Party.

8. **Dispute of Payment.** Should any dispute arise with regard to the billing or payment of any invoice, the matter shall be referred to Township Chief Financial Officer (CFO) and the Authority Chief Financial Officer ("CFO").

9. **Indemnification.** The Authority will defend and indemnify the Township and hold it, its officials, officers, agents, representatives and employees, harmless from any and all losses, claims, liabilities or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the performance, or lack thereof, of the Township's obligations under this Agreement.

The Township will defend and indemnify the Authority and hold it, its officials, officers, agents, representatives and employees, harmless from any and all losses, claims, liabilities or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the performance, or lack thereof, of the Township's obligations under this Agreement.

10. **Insurance.** During the term of this Agreement, all Parties will keep in force, at its cost and expense, public liability insurance, including contractual liability, in minimum limits of \$1,000,000.00 on account of bodily injuries or death and property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other Party.

11. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit the matter for litigation rather, the Parties agree:

a. the Contact Person for each involved Party shall attempt to resolve the dispute, if that is unsuccessful;

b. the Township CFO and one Commissioner and the Authority CFO and one Board Member shall attempt to resolve the dispute, if that is unsuccessful;

c. the Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator shall be finding and final

12. **Authorization.** Each Party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

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

14. **No Assignments.** This Agreement may not be assigned without the written consent of all other Parties.

15. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the transactions contemplated herein. No change or modification of the Agreement shall be valid unless the same shall be in writing and signed by all Parties.

16. **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 to its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

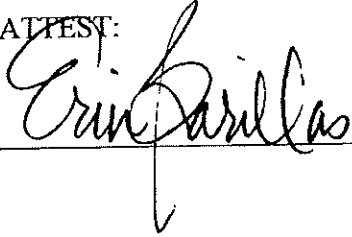
17. **Notice.** Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Township of North Bergen
4233 Kennedy Blvd.
North Bergen, New Jersey 07047
Att: Township Administrator

North Bergen Municipal Utilities Authority
6200 Tonnelle Avenue
North Bergen, New Jersey 07047
Att: Executive Director

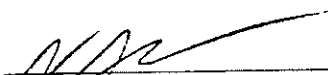
IN WITNESS WHEREOF, each Party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ACCEPTED AND AGREED TO:

ATTEST:


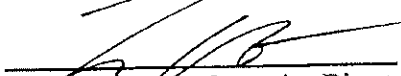


TOWNSHIP OF NORTH BERGEN

BY: 

Mayor Nicholas J. Sacco

NORTH BERGEN MUNICIPAL
UTILITIES AUTHORITY

BY: 

Frank Pestana, Executive Director