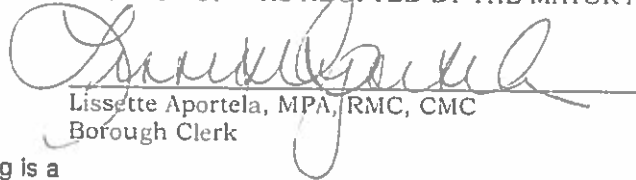
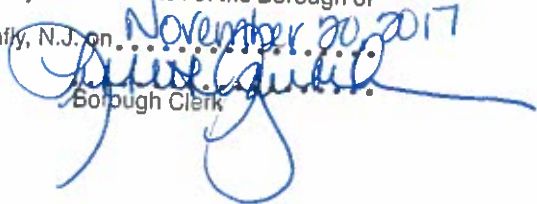


	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
BARZELATTO	√				PARK	√			
BASCH	√				STEFANOWICZ	√			
HAIDER	√				ZINNA	√			

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON November 20, 2017


 Lissette Aportela, MPA, RMC, CMC
 Borough Clerk

I hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Borough of

Tenafly, N.J. on November 20, 2017

 Borough Clerk

THE BOROUGH OF BERGENFIELD

SHARED SERVICES AGREEMENT WITH THE BOROUGH OF TENAFLY FOR
VISION AND HEARING EXAMINATIONS FOR CROSSING GUARDS

THIS AGREEMENT, made this 12th day of December
2017 by and between the:

BOROUGH OF BERGENFIELD, a municipal corporation of the
State of New Jersey with offices located at 198 N.
Washington Avenue, Bergenfield, New Jersey 07621

And

THE BOROUGH OF TENAFLY and the TENAFLY POLICE
DEPARTMENT, with municipal offices located at 100 Riveredge
Road, Tenafly, New Jersey 07670

WITNESSETH:

WHEREAS, the Borough of Bergenfield is a municipal
corporation of the State of New Jersey; and

WHEREAS, the Borough of Tenafly and the Tenafly Police
Department, is a body politic organized and existing under
the laws of the State of New Jersey; and

WHEREAS, the Borough of Tenafly is required to provide
vision and hearing tests to twenty-three (23) Borough
Crossing Guards as set forth by the Municipal Excess
Liability Joint Insurance Fund; and

WHEREAS, the Borough of Bergenfield has offered to
provide the vision and hearing tests at a cost of \$60.00
per examination to the Borough of Tenafly Crossing Guards;
and

WHEREAS, the Borough of Bergenfield and the Borough of
Tenafly and Tenafly Police Department wish to enter into an
agreement whereby the Borough of Bergenfield will provide
the vision and hearing examinations to the Borough of
Tenafly; and

WHEREAS, the Uniform Shared Services and Consolidation
Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of
shared services as a technique to reduce local expenses
funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.), allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

WHEREAS, the examinations will be performed by a qualified registered nurse who is an employee of the Borough of Bergenfield; and

WHEREAS, the Borough of Bergenfield adopted a resolution dated December 5, 2017 authorizing the Borough to enter into an Agreement with the Borough of Tenafly and the Tenafly Police Department for vision and hearing examinations for twenty-three (23) Crossing Guards at a cost of \$60.00 per examination.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the premises and of the covenants, terms and conditions hereinafter set forth, the parties agree as follows:

1. RESPONSIBILITIES.

A. Borough of Bergenfield's Responsibilities.

i. The Borough of Bergenfield agrees to provide vision and hearing tests to twenty-three (23) Crossing Guards in the Borough of Tenafly at a cost of \$60.00 per examination for a total cost of \$1,380.00.

ii. The Borough of Bergenfield agrees to provide a qualified registered nurse who is an employee of the Borough of Bergenfield to administer the examinations.

iii. While the Borough may if it so chooses, the Borough shall have no obligation to hire or otherwise retain additional personnel to perform the services under the Agreement.

B. Borough of Tenafly and Tenafly Police Department Responsibilities.

i. The Borough of Tenafly and Tenafly Police Department certify that the funds are available to be paid to the Borough of Bergenfield for the vision and hearing examinations as reflected on the Certificate of Availability of Funds, a copy of which is attached hereto and incorporated herein by reference.

2. SERVICES AND COMPENSATION.

A. Upon request, the Borough of Bergenfield will provide the following services at the following rate:

i. Vision and Hearing examinations to twenty-three (23) Borough of Tenafly Crossing Guards.

ii. Each examination will cost \$60.00 per exam for a total of \$1,380.00.

3. This Agreement including any exhibits or addenda that may be attached hereto, contains the sole and entire Agreement between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

4. The Parties agree that prior to the commencement of any litigation due to a dispute between the Parties under this Agreement, the Parties shall agree to first commence a non-binding mediation process to attempt to resolve said disputes. Mediation shall be before a mutually acceptable retired Superior Court Judge from Bergen County and the Parties agree to follow the mediation process as set forth by the Judge. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

Upon the conclusion of mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

In the event of any dispute as to the amount to be paid the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Borough of Bergenfield shall forthwith repay the excess.

5. Neither 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 of 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.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to this conflict of law principles. All disputes arising out of this Agreement shall be resolved in the courts of the State of New Jersey.

7. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.

8. The Borough of Tenafly and Tenafly Police Department agree to release, indemnify and hold harmless the Borough of Bergenfield, its agents, representatives and/or employees, from and against any loss, damage, or liability, including attorneys' fees and expenses incurred by the Borough of Tenafly and Tenafly Police Department and their respective employees, agents, volunteers, or other representatives, arising out of or in any manner relating to the vision and hearing examination services performed by the Borough of Bergenfield, excluding in all instances loss, damage or liability arising out of gross negligence or willful misconduct on the part of the Borough of Tenafly and Tenafly Police Department.

9. The Borough of Tenafly and Tenafly Police Department represent that it is not currently providing the services set forth in this Agreement using public employees and no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.

No employees are intended to be transferred from the Borough of Tenafly and Tenafly Police Department to the Borough of Bergenfield pursuant to this Agreement, and the Borough of Bergenfield will not accept transfer of any employees from the Borough of Tenafly and Tenafly Police Department by virtue of this Agreement. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be the Borough of Tenafly and Tenafly Police Department's responsibility to prepare such plan and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, the Borough of Bergenfield will cooperate with the Borough of Tenafly and Tenafly Police Department in the preparation and filing of the plan.

10. NOTICES.

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the Borough of Bergenfield 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:

As to Borough of Bergenfield:

Corey Gallo, Borough Administrator
Borough of Bergenfield
198 N. Washington Avenue
Bergenfield, NJ 07621

As to Borough of Tenafly:

As to Tenafly Police Department:

Robert A. Chamberlain, Chief of Police
Tenafly Police Department
100 Riveredge Road
Tenafly, NJ 07670

11. TERMINATION

Notwithstanding any other term in this Agreement, the Borough of Bergenfield and the Borough of Tenafly and Tenafly Police Department retain the right, in their sole discretion, to terminate this agreement at any time on thirty days' notice, without further liability to the other, except as set forth herein.

The Borough of Tenafly and Tenafly Police Department shall be responsible for payment for any services provided to them prior to notice of termination.

12. MISCELLANEOUS

A. 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.

B. Assignment. No party may assign this agreement or any rights or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void.

C. Cooperation of the Parties. In performing any services 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 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.

D. Benefit/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.

E. Complete Agreement. This agreement sets forth the entire understanding of the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter hereof and may not be modified except in a writing executed by all parties.

F. 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.

G. 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 of 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 of default of the same or similar nature.

H. Relationship of the Parties. Except as otherwise provided herein, nothing herein 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.

I. Severability. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any provision hereto.

J. 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.

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

IN WITNESS WHEREOF, the Borough of Tenafly and Tenafly Police Department and the Borough of Bergenfield have caused this Agreement to be signed and their corporate seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose. *Respective seals to be affixed.*

BOROUGH OF TENAFLY

ATTESTING SIGNATURE:

By: [Signature]
Title: Borough Clerk
Date: 12/12/17

MUNICIPALITY

By: [Signature]
Title: Mayor
Date: 12/12/17

ATTESTING SIGNATURE:

By: [Signature]
Title: Borough Clerk
Date: 12/12/17

TENAFLY POLICE DEPARTMENT

By: [Signature]
Title: CHIEF of POLICE
Date: 12/12/17

BOROUGH OF BERGENFIELD

ATTESTING SIGNATURE:

By: [Signature]
Title: Borough Clerk
Date: 12/5/17

BOROUGH OF BERGENFIELD

By: [Signature]
Title: Mayor
Date: 12/5/17

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 17-386

Offered by Councilperson Kornbluth Seconded by Councilperson Deauna

Member	Aye	No	Abstain	Absent
LODATO	✓			
DEAUNA	✓			
AMATORIO	✓			
KORNBLUTH	✓			
RIVERA				✓
MARTE				✓
SCHMELZ (He)				

WHEREAS, the Borough of Bergenfield and Borough of Tenafly and Tenafly Police Department wish to enter into a Shared Services Agreement wherein the Borough of Bergenfield will provide vision and hearing examinations to twenty-three (23) Tenafly Crossing Guards; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.), allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

WHEREAS, the examinations will be performed by a qualified registered nurse who is an employee of the Borough of Bergenfield at a cost of \$60.00 per exam for a total of \$1,380.00; and

WHEREAS, the Borough Attorney has prepared a Shared Services Agreement between the Borough of Bergenfield and the Borough of Tenafly and Tenafly Police Department, a copy of which is attached hereto and incorporated herein by reference, for vision and hearing examinations to be provided to twenty-three (23) Tenafly Crossing Guards and recommends the approval of same.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey, that the Shared Services Agreement between the Borough and the Borough of Tenafly and Tenafly Police Department, a copy of which is attached hereto and incorporated herein by reference, for vision and hearing examinations for twenty-three (23) Tenafly Crossing Guards at a cost of \$60.00 per exam for a total of \$1,380.00 be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor be and he is hereby authorized and directed to execute the attached Shared Services Agreement with the Borough of Tenafly and Tenafly Police Department on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and he is hereby authorized and directed to forward a copy of this resolution immediately upon its passage to the Borough of Tenafly together with a copy of the executed Shared Services Agreement.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on December 5, 2017.

Marie Diunkeo

Borough Clerk

SEAL