

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Fort Lee COUNTY: Bergen

RECIPIENT: Fort Lee Housing Authority COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Shared Services Between the Borough of Fort Lee and the Fort Lee Housing Authority for Administrative Services to the Rent Leveling Board.

Resolution No. CA-5, May 11, 2017

EFFECTIVE DATE: Resolution Dated May 11, 2017

EXPIRATION DATE: June 2018

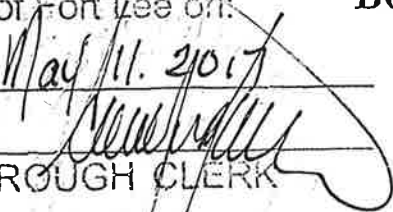
ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$30,907.92/year

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.

I HEREBY CERTIFY THAT the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Borough of Fort Lee on:

RESOLUTION
BOROUGH OF FORT LEE
BERGEN COUNTY, NJ

May 11, 2017


 BOROUGH CLERK

DATE: May 11, 2017

RESOLUTION # CAS

Carried Defeated Tabled

Approved on Consent Agenda

COUNCIL	Motion	Second	Yes	No	Abstain	Absent
Pohan						✓
Sohmer						
Suh						
Sargenti		✓				
Kasofsky						
Cervieri	✓					

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF FORT LEE AND THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE FOR ADMINISTRATIVE SERVICES TO THE RENT LEVELING BOARD

WHEREAS, the Borough of Fort Lee (the "Borough") is a municipal corporation of the State of New Jersey in the County of Bergen, established in accordance with N.J.S.A. 40A:60-1 et seq.; and

WHEREAS, the Housing Authority of the Borough of Fort Lee (the "Authority") is a body corporate and politic created pursuant to the Local Redevelopment and Housing Law, as amended, N.J.S.A. 40A:12A-17 et seq., and

WHEREAS, there is a need for the Borough and the Authority to provide an efficient and effective method of supplying administrative services to the Borough's Rent Leveling Board; and

WHEREAS, the Borough and the Authority desire to provide for a sharing of various municipal services through the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., that will result in efficiencies for the benefit of the citizens of the Borough; and

WHEREAS, the Uniform Shared Services and Consolidation Act authorizes local units to enter into contracts for the provision of services that either local unit is empowered to provide within their respective jurisdictions; and

WHEREAS, the entry into a shared services agreement with the Authority, whose staff has the capability to provide the required administrative services to the Rent Leveling Board, will result in cost savings to both the Borough and the Authority; and

WHEREAS, the shared services agreement will have a term of one (1) year, and may be extended for additional one (1) year terms at the mutual option of both the Borough and the Authority; and

WHEREAS, the Borough and the Authority desire to enter into a shared services agreement for the provision of administrative services to the Rent Leveling Board; and

WHEREAS, the entry into the shared services agreement with the Authority is in full compliance with the Uniform Shared Services and Consolidation Act and is in the best interests of the Borough;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Fort Lee as follows:

1. That entry into the Shared Services Agreement with the Authority, upon terms substantially similar to the agreement attached hereto, pursuant to and in accordance with the Uniform Shared Services and Consolidation Act, is hereby authorized.

2. That the Borough Administrator is hereby authorized to execute an agreement between the Borough and the Authority, in substantially the same form as that attached hereto, or with such minor revisions as may be necessary by the Borough Attorney, for the provision of the required administrative services to the Rent Leveling Board.

3. That upon execution of the shared services agreement, this resolution and the agreement between the parties shall be available for public inspection in the Office of the Borough Clerk.

4. That no further action of the Mayor and Council shall be required.

**SHARED SERVICES AGREEMENT FOR THE PROVISION
OF ADMINISTRATIVE SERVICES TO THE FORT LEE
RENT LEVELING BOARD**

THIS AGREEMENT made this 8th day of June ~~April~~ 2017 by and between the **Borough of Fort Lee**, a public body politic of the State of New Jersey, having its principal offices at 309 Main Street, Fort Lee, New Jersey (“Borough”) and the **Fort Lee Housing Authority**, a public body corporate and politic of the State of New Jersey, having its principal offices at 1403 Theresa Drive, Suite FLHA, Fort Lee, New Jersey (“Authority”) (the Borough and the Authority collectively referred to as the “Parties” and individually as “Party”).

WITNESSETH:

WHEREAS, the Borough a municipal corporation of the State of New Jersey in the County of Bergen, established in accordance with N.J.S.A. 40A:60-1 et seq.; and

WHEREAS, the Authority is a body corporate and politic created pursuant to the Local Redevelopment and Housing Law, as amended, N.J.S.A. 40A:12A-17 et seq.; and

WHEREAS, there is a need for the Borough and the Authority to provide an efficient and effective method of supplying administrative services to the Borough’s Rent Leveling Board; and

WHEREAS, the Borough and the Authority desire to provide for a sharing of various municipal services through the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., that will result in efficiencies for the benefit of the citizens of the Borough; and

WHEREAS, the Uniform Shared Services and Consolidation Act authorizes the Parties to enter into an agreement for any service provided on a regional, joint, interlocal, shared, or similar basis between local units, the provisions of which are memorialized by agreement between the participating local units, but, for the purposes of this act, does not include any specific service or activity regulated by some other law, rule or regulation;

NOW THEREFORE, the Parties hereto, intending to be legally bound, in consideration of the mutual covenants and promises made herein, and for other good and valuable consideration as set forth herein, do hereby mutually covenant and agree as follows:

SECTION 1: Services.

- a. The services to be provided by the Authority to the Borough shall include the following:
 1. The Authority, under the supervision of its Executive Director, Terrence J. Corrison, shall provide the Borough with administrative services as more particularly set forth herein. The services provided by the Authority to the Borough shall be performed at its administrative offices and shall include but not be limited to:
 - i. Meeting, consulting with and advising Borough residents, property owners and tenants with respect to the Borough's Rent Leveling Ordinance and the policies, practices and procedures relating thereto.
 - ii. Serving as Secretary to the Rent Leveling Board of the Borough of Fort Lee and providing all of the services and performing the duties customarily associated therewith including attending meetings of the Rent Leveling Board;
 - iii. Preparing reports to the Borough summarizing significant issues which arise at the Rent Leveling Board.
 - iv. Procurement of Materials and Supplies. At the option of the Borough, the Authority may procure materials and supplies for the Rent Leveling Board. In doing so, the Authority may utilize suppliers and providers under contract with either the Authority or the Borough, provided that the most economical supplier is utilized and that all procurement be in compliance with applicable state and federal laws, rules and regulations. The Authority shall maintain procurement files for any procurement conducted on behalf of the Borough which shall either pay providers directly (for contracts to which it is a party) or reimburse the Authority for the costs incurred on its behalf.
 2. In performing the aforesaid duties, the Authority, its agents, servants and representatives shall comply with its written policies and procedures including but not limited to its Personnel Policy. The Authority shall also comply with all applicable federal and state laws, rules and regulations and shall provide such services in such a manner as they are customarily performed in a good and workmanlike manner.
 3. The services provided to the Borough shall be performed by Authority staff under the supervision of Terrence J. Corrison. The Authority shall assign a single employee to serve as Secretary to the Rent Leveling Board. All other services shall be provided by Authority staff assigned to perform

duties at the sole discretion of the Executive Director. The Authority shall establish "walk in" hours at its offices for members of the public, no less than twice a week, for a minimum of three hours per session between the hours of 9:00 a.m. and 3:30 p.m. Other access shall be by appointment only.

4. All services provided by the Authority shall be performed in such a way as said services are customarily provided.
- b. It is agreed and understood that the Authority shall be responsible for the compensation, insurance and benefits of its employees, as well as any injury to its employees and their property.

SECTION 2: Non-Exclusivity.

Nothing contained herein shall preclude the Borough from performing the services set forth above in Section 1(a)(1) without the assistance of the Authority, it being understood that the duties conferred herein on the Authority are not exclusive.

SECTION 3. Compensation.

a. The Borough shall compensate the Authority the sum of \$29,500.00 annually, to be paid monthly at the rate of \$2,458.33 per month for the services rendered herein. The Borough shall also supply or reimburse the Authority for postage, stationary, computers, file cabinets or other equipment necessary for the performance of its duties under this Agreement.

b. The Authority shall invoice the Borough monthly. The invoice shall include charges for any reimbursements due in accordance with Section 3(a) above.

SECTION 4. Term.

This Agreement will be in effect for one year from April 1, 2017 through March 31, 2018. This Agreement may be renewed each year thereafter in accordance with the provisions of Uniform Shared Services and Consolidation Act, on such terms and conditions as agreed by the Parties, unless terminated earlier, as set forth in Section 6.

SECTION 5. Insurance.

a. The Parties shall each maintain insurance to protect the Borough and the Authority with respect to the Services to be provided by the Authority to the Borough under the terms of this Agreement.

b. The Authority shall carry such Worker's Compensation insurance as is now or may hereafter be required by law as to those persons performing services for Borough pursuant to this Agreement.

SECTION 6. Termination.

a. This Agreement may be terminated for cause by either Party during its Term, provided prior written Notice has been given to the defaulting Party and such Party fails to remedy such default within thirty (30) days after receipt of such Notice.

b. This Agreement may be terminated by either Party during its Term for no cause, upon thirty (30) days prior written notice to the other Party of such termination. In such event the Authority shall be entitled to the pro-rated cost of services rendered through the date of termination. The obligations of each Party under this Agreement shall continue in full force and effect until the effective date of termination.

SECTION 7: Interest of Members, Officers or Employees of the Authority, Members of Local Governing Body or Other Public Officials.

a. No member, officer, or employee of Borough, no member of the governing body of the Borough and no other public official of such localities who exercise any functions or responsibilities with respect to the services during their tenure or for one year thereafter, shall have an interest direct or indirect in this contract or the proceeds thereof.

b. The Authority warrants that it has disclosed all relevant information, and warrants that to the best of its knowledge and belief, it does not have any organizational conflict of interest. Authority agrees that if after execution of this Agreement, it discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate and full disclosure to Borough and advise of the action that Authority has taken or intends to take to eliminate or neutralize the conflict.

SECTION 8: No Employee Relationship.

Authority employees designated to perform services pursuant to this Agreement shall be deemed to be employees of the Authority and shall not be deemed to be employees of the Borough for any purpose whatsoever.

SECTION 9: Records and Storage.

Upon the commencement of this Agreement, the Borough shall deliver to the Authority all active records and files of the Rent Leveling Board and provide adequate locked file cabinets for the keeping of same. The Authority shall not be responsible for storing or maintaining inactive or closed files. The Authority shall maintain a comprehensive system of records, books, and accounts in a manner satisfactory to the Borough. All records, books, and accounts, together with all documents, papers and records of the Authority that relate to the operation of the Rent Leveling Board shall be available for examination at reasonable hours by any authorized representative of Borough. The Authority will turn over all records to Borough at the termination of this Agreement.

SECTION 10: Indemnification.

Each Party agrees that it shall defend, indemnify and save harmless the other Party, its officers, agents and employees and each and every one of them, against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs), including, without implied limitations, liabilities for damage to property or liabilities for injury or death of an person (including liabilities for damage property or liabilities for injury or death of the officers, agents and employees of the Party) resulting from the other Party's negligent performance of the Agreement or through any act or omission on the part of the Party or any of its officers, agents, employees, or volunteers in any manner related to the services provided under this Agreement.

SECTION 11: Equal Employment Opportunity.

During the performance of this contract, Authority agrees as follows:

a. The Authority will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, age, disability, marital status, sexual preference, nationality, ancestry, gender identity or expression, domestic partnership or civil union status, pregnancy status or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of Section 11 of this Agreement.

b. In the event of Authority's non-compliance with Section 11 of this Agreement or with any other such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended by the Borough, in whole or in part, and the Authority may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1966, and such other sanctions may be imposed and remedies invoked as provided in such order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

SECTION 12: Miscellaneous.

a. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties agree to the jurisdiction of the Superior Court of New Jersey, Bergen County, or administrative tribunals of the State of New Jersey, as the sole venue for any causes of action brought under this Agreement.

b. **Authority to Enter Agreement.** Each Party represents that it has the power and authorization to enter into this Agreement as its legal and binding obligation and that there is no

pending or threatened litigation by or against it that will or has the potential to cause a material adverse impact on the Party's performance obligations under this Agreement.

c. **Entire Agreement.** This Agreement constitutes and expresses the complete and entire Agreement and understanding of the Parties hereto with reference to the subject matter hereof; all prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged.

d. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, if any.

e. **Severability.** The provisions of this Agreement are intended to be severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.

f. **Assignment.** The Parties to this Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent.

g. **Non-Waiver.** It is understood and agreed that nothing contained in this Agreement shall be construed as a waiver on the part of the Parties of any right that is not explicitly waived in this Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.

h. **Notices and Approvals.**

Where notice to a Party or the approval of a Party is required under the terms of this Agreement, such notice shall be given to and such approval shall be given be obtained from the following representatives of each Party:

Borough Administrator of Borough of Fort Lee

Executive Director of Fort Lee Housing Authority

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, as set forth below, the Borough and the Authority have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

Borough of Fort Lee


Evelyn Rosario
Borough Clerk


Alfred R. Restaino
Administrator

Dated: May 11, 2017

ATTEST:

Fort Lee Housing Authority




Terrence J. Corrison
Executive Director

Dated: June 8, 2017