

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: City of Jersey City COUNTY: Hudson

RECIPIENT: Borough of Little Ferry COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Use of equipment for flood mitigation assistance.

EFFECTIVE DATE: July 16, 2015

EXPIRATION DATE: December 31, 2016

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.

RECEIVED



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

December 15, 2015

Barbara Maldonado, Borough Clerk
Borough of Little Ferry
215-217 Liberty Street
Little Ferry, N.J. 07643

Re: Shared Services Agreement between the City of Jersey City and the Borough of Little Ferry

Dear Ms. Maldonado:

Enclosed is an original of the fully executed Shared Services Agreement dated December 11, 2015 between the City of Jersey City and the Borough of Little Ferry.

Very truly yours,

JEREMY FARRELL
CORPORATION COUNSEL

By: 
RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

AGREEMENT

This Agreement made the 11th day of ~~June~~^{Dec.}, 2015 between the **CITY OF JERSEY CITY** ("Jersey City"), a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the **BOROUGH OF LITTLE FERRY** ("Little Ferry"), municipal corporation of the State of New Jersey, with offices at the Municipal Building, 215-217 Liberty Street, Little Ferry, NJ 07643.

Recitals

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between municipalities to provide services to each other; and

WHEREAS, the City of Jersey City (Jersey City) possesses specialized equipment that can provide flood mitigation services; and

WHEREAS, the Borough of Little Ferry (Little Ferry) requires the use of certain equipment to provide flood mitigation services; and

WHEREAS, Jersey City is able to provide flood mitigation services to Little Ferry through the use of Jersey City's equipment including, but not limited to, a hydraulic bucket machine; and

WHEREAS, Jersey City and Little Ferry desire to enter into a Shared Services Agreement for the provision of flood mitigation services; and

Now, therefore, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Article 1 Scope of Services

Jersey City will provide flood mitigation assistance to Little Ferry through the use of Jersey City's equipment. Specifically Jersey City shall provide:

- 1) The use of a hydraulic bucket machine (Machine) at no cost to Little Ferry to remove sediment from culverts (cleaning) exclusively in Little Ferry. The Machine is to be picked up in Jersey City at the Municipal Complex by Little Ferry personnel and transported to Little Ferry using Little Ferry vehicles. After completion of the work Little Ferry using its own personnel and vehicles shall transport the machine back to Jersey City's Municipal Complex.

- 2) A demonstration of how to use the equipment to ensure that the machine is able to perform the work Little Ferry is seeking to undertake.

Little Ferry shall:

- 1) After contacting the Director of the City's Department of Public Works, pick up the machine in Jersey City at the Municipal Complex using its own personnel and vehicles. The Machine shall be transported directly to Little Ferry.
- 2) Send the Little Ferry personnel who will be operating the machine to Jersey City to attend the demonstration.
- 3) Be responsible for discarding all materials collected during any cleaning or work performed using the machine.
- 4) Shall provide fuel and all other items needed to operate the machine while it is using the machine.
- 5) After completion of the work Little Ferry, using its own personnel and vehicles shall transport the machine back to Jersey City's Municipal Complex. Regardless of whether it has completed all work, Little Ferry shall return the machine on the last day of this Agreement.

Article 2 Term of Agreement

The term of this Agreement shall be effective as of July 16, 2015 and shall end on December 31, 2016.

Article 3 Compensation and Payment

The City will not charge Little Ferry for its use of the machine.

Article 4 Insurance

Little Ferry shall provide insurance coverage to Jersey City in an amount specified by the Jersey City Risk Manager. This coverage shall be in the form of naming Jersey City as a third party insured and supply Jersey City with a copy of its insurance liability policy if

Little Ferry is not self insured. If Little Ferry is self insured then the coverage shall be in the form of a letter of insurance and indemnification. In either case Little Ferry here agrees and must provide in all insurance that the coverage herein provided is the primary and sole insurance for all claims and liabilities arising from the undertaking provided for in this agreement. All accidents or injuries to person, or any damages to property or the Machine, occurring as a result of or in connection with Jersey City providing the use of the Machine shall be reported immediately to Jersey City' Division of Risk Management together with all information required by Jersey City on prescribed forms to be provided by Jersey City.

Article 5 Indemnification

Little Ferry agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of Jersey City providing use of the Machine or in connection with use of the Machine. Little Ferry further agrees to indemnify and hold harmless Jersey City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, Little Ferry shall, at no cost or expense to Jersey City, defend against such claims, in which event Little Ferry shall not, without obtaining express permission in advance from the Corporation Counsel of Jersey City, raise any defense involving in any way the immunity of Jersey City, or the provisions of any statutes respecting suits against the City. Little Ferry's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

Article 6 Arbitration

If any disputes or claims arising out of this Agreement or breach thereof which cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

Article 7 Assignment

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

Article 8
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

Article 9
Modification

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

Article 10
Entire Agreement

This Agreement constitutes the entire Agreement between Jersey City and Little Ferry. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

Article 11
Counter-Parts

This Agreement shall be executed in two (2) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

Article 12
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

Article 13
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

Article 14
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

Article 15
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City
Business Administrator
City Hall-280 Grove St.
Jersey City, NJ 07302

Borough of Little Ferry
Business Administrator
Mun. Bldg., 215-217 Liberty St.
Little Ferry, NJ 07643

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST:




SEAN J. GALLAGHER
Deputy City Clerk

CITY OF JERSEY CITY




Robert Kakoleski
Business Administrator

ATTEST:



Barbara Maldonado
Borough Clerk

BOROUGH OF LITTLE FERRY



Mauro Raguseo
Mayor

RR
6-19-15