

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: Town of Guttenberg COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Acquisition of Vac-Con Vacuum Jetter Pipe Cleaning Truck in exchange for the provision of specific Department of Public Works Services.

EFFECTIVE DATE: 01/01/2017

EXPIRATION DATE: 01/01/2019

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](mailto: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 EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWN OF GUTTENBERG FOR THE ACQUISITION OF VAC-CON VACUUM JETTER PIPE CLEANING TRUCK (VIN # H226052) IN EXCHANGE FOR THE PROVISION OF SPECIFIC DEPARTMENT OF PUBLIC WORKS SERVICES.**

**WHEREAS**, the Township of North Bergen (the "Township"), having administration offices at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047, is desirous of entering into a Shared Services Agreement (the "Agreement") with the Town of Guttenberg ("Guttenberg"), with offices located at 808 Park Avenue, Town of Guttenberg, New Jersey, 07093.

**WHEREAS**, the Township and Guttenberg (collectively the "Parties") are desirous of entering into a two-year (2) term Agreement for the provision of shared Department of Public Works ("DPW") services for the mutual benefit of their respective residents effective from January 1, 2017 through January 1, 2019; and

**WHEREAS**, as part of that Agreement the Township will acquire full title ownership a Vac-Con Vacuum Jetter Pipe Cleaning Truck (VIN # H226052) (the "Truck") from Guttenberg, which has been valued at approximately \$25,000.00; and

**WHEREAS**, the Township agrees to permit Guttenberg to store some, or a reasonable amount, of their DPW or Office of Emergency Management ("OEM") vehicles and equipment in a designated area at the Township's property located at 4400 West Side Avenue, North Bergen, New Jersey 07047 (Block 452.04; Lot 6.03HM) for a rental fee of \$100.00 per month for the duration of this Agreement; and

**WHEREAS**, the Township also agrees to supply and load salt onto Guttenberg's DPW trucks for use during snow events; and

**WHEREAS**, the Township shall provide salt and load same onto Guttenberg's vehicles at a rate of \$75.00 per ton of salt provided. This rate represents the currently contracted price per ton of salt cost to the Township and a fixed fee for the loading of the salt into Guttenberg vehicles; and

**WHEREAS**, the Parties expressly agree that the Township's costs for supplying said salt shall be offset by the \$25,000.00 approximate value of the Truck; and

**WHEREAS**, in the event that at the end of the two (2) year term of this Agreement, Guttenberg has not utilized the full \$25,000.00 credit value of the transferred Truck, then Guttenberg shall continue the terms of this Agreement for the purchase of the referenced salt at a price to be mutually determined by the parties at that time; and

**WHEREAS**, the Township and the Guttenberg acknowledge that it would be to their mutual benefit to execute this Shared Services Agreement; and

**WHEREAS**, pursuant to the *Uniformed Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1 *et seq.*, (the "Shared Services Act"), any local unit may enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the property purposed of any of the participating local units.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Township of North Bergen, that the above-referenced Agreement is hereby approved, with such changes as the Township Administrator and Special Counsel determine to be necessary to effectuate the purposes of this Resolution; and

**BE IT FURTHER RESOLVED** the Mayor, Township Administrator, Chief Financial Officer, Township Clerk 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, including, but not limited to, the execution of the final Agreement; and

**BE IT FURTHER RESOLVED** that certified copies of this resolution be forwarded to:

1. Alberto Cabrera, Town Clerk, c/o Town of Guttenberg
2. Christopher Pianese, Township Administrator, Township of North Bergen
3. John Shaw, Superintendent of Public Works

Date: **January 11, 2017**

	YES	NO	NOT VOTING
Cabrera			<i>Absent</i>
Marenco	↓		
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.

*Christopher Pianese*  
Township Clerk

**SHARED SERVICES AGREEMENT  
BY AND BETWEEN  
THE TOWNSHIP OF NORTH BERGEN AND THE TOWN OF GUTTENBERG**

**THIS AGREEMENT** (the “**Agreement**”) entered into by and between the Town of Guttenberg, a body corporate and public of the State of New Jersey (the “**Guttenberg**” and together with the Township of North Bergen, the “**Parties**”) with offices at 6808 Park Avenue, Town of Guttenberg, New Jersey, 07093 and the Township of North Bergen, (the “**Township**”) having offices at 4233 Kennedy Boulevard, North Bergen, New Jersey, 07047.

**RECITALS**

**WHEREAS**, the Parties are desirous of entering into a two-year (2) term Agreement for the provision of shared Department of Public Works (“DPW”) services for the mutual benefit of their respective residents; and

**WHEREAS**, as part of that Agreement the Township will acquire full title ownership a Vac-Con Vacuum Jetter Pipe Cleaning Truck (VIN # H226052) (the “Truck”) from Guttenberg, which has been valued at approximately \$25,000.00; and

**WHEREAS**, the Township agrees to permit Guttenberg to store some, or a reasonable amount, of their DPW or Office of Emergency Management (“OEM”) vehicles and equipment in a designated area at the Township’s property located at 4400 West Side Avenue, North Bergen, New Jersey 07047 (Block 452.04; Lot 6.03HM) for a rental fee of \$100.00 per month for the duration of this Agreement; and

**WHEREAS**, the Township also agrees to supply and load salt onto Guttenberg’s DPW trucks for use during snow events; and

**WHEREAS**, the Township shall provide salt and load same onto Guttenberg’s vehicles at a rate of \$75.00 per ton of salt provided. This rate represents the currently contracted price per ton of salt cost to the Township and a fixed fee for the loading of the salt into Guttenberg vehicles; and

**WHEREAS**, the Parties expressly agree that the Township’s costs for supplying said salt shall be offset by the \$25,000.00 approximate value of the Truck; and

**WHEREAS**, in the event that at the end of the two (2) year term of this Agreement, Guttenberg has not utilized the full \$25,000.000 credit value of the transferred Truck, then Guttenberg shall continue the terms of this Agreement for the purchase of the referenced salt at a price to be mutually determined by the parties at that time; and

**WHEREAS**, the Township and the Guttenberg acknowledge that it would be to their mutual benefit to execute this Shared Services Agreement; and

**WHEREAS**, pursuant to the *Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.*, (the “Shared Services Act”), any local unit may enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the property purposed of any of the participating local units; and

**NOW, THEREFORE**, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

**A. TERM**

The term of this Agreement shall be in effect for two (2) years. The effective date commencing January 1, 2017 and terminating on January 1, 2019.

**B. SCOPE OF SERVICES**

Guttenberg shall provide the Township with all rights and title to the Truck value at \$25,000.00. In return, the Township shall provide a \$25,000.00 credit to provide winter salt at \$75.00 per ton to Guttenberg and permit Guttenberg to store some, or a reasonable amount, of their DPW or Office of Emergency Management (“OEM”) vehicles and equipment in a designated area at the Township’s property located at 4400 West Side Avenue, North Bergen, New Jersey 07047 (Block 452.04; Lot 6.03HM) for a rental fee of \$100.00 per month for the duration of this Agreement.

**C. COMPLIANCE WITH LAWS AND REGULATIONS**

Guttenberg and the Township agree that each party will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this agreement.

**D. MUTUAL INDEMNIFICATION**

To the fullest extent permitted by law, Guttenberg shall release, indemnify and hold harmless the Township from any and all obligations, liabilities, judgments, claims and demands which may arise out of its obligations under this Agreement. Nothing contained herein shall relieve Guttenberg from liability for negligence or other wrong doing of its agents, servants and/or employees.

To the fullest extent permitted by law, the Township shall release, indemnify and hold harmless Guttenberg from any and all obligations, liabilities, judgments, claims and demands which may arise out of its obligations under this Agreement. Nothing contained herein shall relieve the

Township from liability for negligence or other wrong doing of its agents, servants and/or employees.

#### **E. NOTICES**

---

All notices, demands, or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been properly given or sent:

- i. if personally served upon each of the parties; or
- ii. if mailed by registered or certified mail with postage prepaid, return receipt requested, address to the other party at each party's respective address as follows, which addresses may be changed by written notice to the other party:

To: Town of Guttenberg    Town Administrator  
6808 Park Avenue  
Guttenberg, New Jersey 07093

To: Township of North Bergen    Township Administrator  
4233 Kennedy Boulevard  
North Bergen, New Jersey 07047

#### **F. REMEDIES**

---

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. The dispute will be presented to the Governing Body for both the Township and Guttenberg and good faith attempts at resolution will include discussions between the two Parties or their attorneys, without the intervention of a third party.

1. In the event that mediation of a dispute was to fail, the parties would be permitted to pursue any remedies available to either of them in law or equity.

#### **H. NO PERSONAL LIABILITY**

---

No covenant, condition or agreement contained in this Shared Services Agreement, will be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Township or Guttenberg, in his or her individual capacity, and neither the officers, agents or employees of either the Township or Guttenberg, nor any official executing this Shared Services Agreement will be liable personally for this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

## I. MISCELLANEOUS

---

1. **Neutral Construction**: In the event of any dispute concerning the construction or interpretation of this Shared Services Agreement, this Shared Services Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing.
2. **Entire Agreement**: This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
3. **Amendment**: This Shared Services Agreement shall not be amended or modified, nor may any obligated hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.
4. **Severability**: In the event that any provision of this Shared Services Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
5. **Successors and Assigns**: This Shared Services Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.
6. **Assignment**: The Parties to this Shared Services Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent.
7. **Further Assurances and Corrective Instruments**: The authorized representatives of both County and Township will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the services to be provided or to correct any inconsistent or ambiguous term hereof.
8. **Headings**: The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
9. **Non-Waiver**: It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Shared Services Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy

under this Shared Services 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 Shared Services Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.


10. **Force Majeure**: In the event either Party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
11. **Governing Law**: The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
12. **Jurisdiction and Venue**: Any legal action or reinforcement or any other issue relating to this Shared Services Agreement, or breach thereof, shall be resolved in the Hudson County Vicinage of the Superior Court of New Jersey provided that all administrative remedies as outlined in Paragraph H (Remedies) are first exhausted.
13. **Precatory Phrases**: The precatory phrases ("whereas clauses") are not mere recitals, but are specifically agreed to by the parties and are incorporated herein by reference.
14. **Authorization**: By executing this Shared Services Agreement, each signatory represents that he or she is a Party or has been duly authorized by a Party to sign on the Party's behalf.
15. **Counterparts**: This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which will constitute one and the same instrument. Facsimile signatures of the parties shall be considered original and binding signatures.

\*\*\* INTENTIONALLY LEFT BLANK \*\*\*



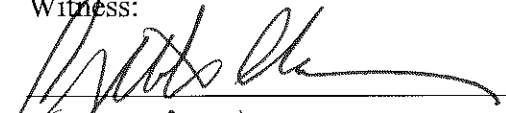
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials on the date last executed below.

Town of Guttenberg

  
Magon

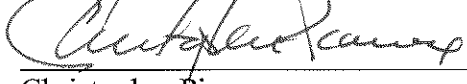
Date: 1/23/17

Witness:

  
Julia Clark

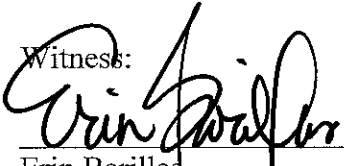
Date: 1/23/17

Township of North Bergen

  
Christopher Pianese,  
Township Administrator

Date: 1/13/2017

Witness:

  
Erin Barillas  
Township Clerk

Date: 1/13/2017