

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: City of Union City COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

provision of parking spaces at Municipal Pool during non-summer months

EFFECTIVE DATE: 10/21/15

EXPIRATION DATE: 6/30/16

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 APPROVING A LICENSE AGREEMENT PERMITTING
THE CITY OF UNION CITY TO PARK MUNICIPAL VEHICLES AT
THE NORTH BERGEN POOL PARKING LOT DURING THE NON-
SUMMER MONTHS**

WHEREAS, the City of Union City requires space to park approximately 30 municipal vehicles, and the Township of North Bergen ("Township") has available space during the non-summer months at the municipal pool parking lot, located at 2119 91st Street; and

WHEREAS, a proposed Revocable License Agreement, dated October 21, 2015 ("Agreement"), is on file in the Township Clerk's office; and

WHEREAS, the Agreement provides that Union City will pay The Township \$2,500.00 per month for the use of the parking lot, and the term of the Agreement is from October 21, 2015 to June 30, 2016; and

WHEREAS, the Agreement is authorized pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and the Local Lands and Buildings Law, N.J.S.A. 40A:12-14(b).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Agreement is hereby approved, with such changes as the Township Administrator and Special Counsel deem necessary to effectuate the purposes and terms of this Resolution.
3. The Mayor, Township Administrator, Chief Financial Officer, Township Attorney, Township Clerk, Purchasing Agent, Special Counsel 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 execution of the Agreement.

BE IT FURTHER RESOLVED that a certified copy of this resolution

be forwarded to:

1. Sheri K. Siegelbaum, Esq.
Scarinci Hollenbeck, LLC
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, NJ 07071
2. Department of Parks and Public Property

Date: October 21, 2015

	YES	NO	NOT VOTING
Cabrera	✓		
Marengo	✓		
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.

Trin Parilla Township Clerk

REVOCABLE PARKING LEASE AGREEMENT

This Agreement is made as of _____, 2015, by and between the Township of North Bergen ("Township"), which is located at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047, and the City of Union City ("Union City"), with an office at 3715 Palisade Avenue, Union City, 07087.

Pursuant to N.J.S.A. 40A:65-1 *et seq.*, the Shared Services and Consolidation Act, the parties can enter into this Agreement. In consideration of the mutual covenants, conditions and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Township owns a parking lot located at 2119 91st Street (the "Parking Lot"), which has available space during the months September through June. Union City seeks a parking lot for buses, cars and other vehicles so that Union City can store salt on the lot where the vehicles are currently located. The Township is willing to provide Union City with a revocable license to use the Parking Lot for parking vehicles, as set forth in this Agreement. Union City agrees to pay the Township \$2,500.00 per month for all months that Union City vehicles are parked at the lot.
2. The Township agrees to provide Union City with a revocable license to use the Parking Lot for approximately seven (7) buses, fifteen (15) sedans and eight (8) vehicles.
3. After Memorial Day and through the end of June, Union City is required to park all vehicles in the back of the lot to accommodate guest parking for the swimming pool on weekends.

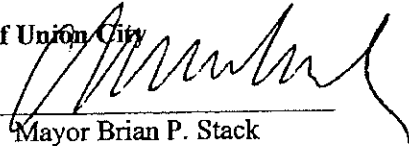
4. The Township will provide two (2) keys for accessibility and Union City will be responsible to secure the area if any vehicles are moved from the parking lot during the day.
5. The Township will plow/salt the entrance leading to the location of the parked vehicles on an as needed basis.
6. To the fullest extent permitted by law, Union City shall release, indemnify, defend and hold harmless the Township, and its officials, officers, employees, representatives and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from this Agreement and Union City's (or its contractors, subcontractors, employees, representatives or agents) use of the Parking Lot. This indemnification and hold harmless agreement shall include, but is not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Township), and liability or obligations under or with respect to any violation of federal, state or local laws, regulations, rules, codes or ordinances (including, but not limited to, those concerning environmental protection).
7. During the term of this Agreement, Union City will maintain in full force and effect the following types and limits of insurance coverage.
 - a. General Liability with limits of no less than \$1 million per occurrence and \$2 million in aggregate:

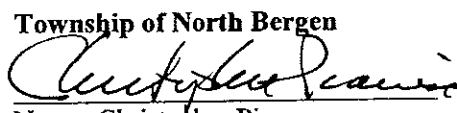
- b. Auto Liability with limits of no less than \$1 million combined single limit;
- c. Worker's compensation coverage with NJ State Statutory Limits.

The Township shall be named as an additional insured on the general liability policy and the auto policy, and Union City will provide the Township with any necessary documentation evidencing said insurance requirements, including declaration sheets.

- 8. Union City agrees to fix and restore the Parking Lot for any damages caused by its use of the Parking Lot.
- 9. All vehicles will be removed by 6/30/16, or the last day of school, whichever is later.
- 10. The maximum term of this Agreement shall be from October 1, 2015 to June 30, 2016. The Township shall have the right to revoke the license granted herein, or otherwise terminate this Agreement, with or without cause upon thirty (30) days notice to Union City.
- 11. This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.


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

City of Union City

Name: Mayor Brian P. Stack

Township of North Bergen

Name: Christopher Pianese,
Township Administrator

Date: October 20, 2015

Date: _____

Witness:


Witness:
