

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

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: North Bergen Parking Authority COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Various services including; repair and maintenance of vehicles and equipment, provision of fuel, Info. Tech services, CCTV surveillance of Parking Authority lots, emergency snow removal from facilities.

EFFECTIVE DATE: 01/01/2017

EXPIRATION DATE: 12/31/2018

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 AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BERGEN AND THE NORTH BERGEN PARKING AUTHORITY**

WHEREAS, an Interlocal Services Agreement between the North Bergen Parking Authority and the Township of North Bergen has been proposed for the sharing of various services, and a copy of said Agreement is on file in the Municipal Clerk's Office; and

WHEREAS, an Interlocal Services Agreement may be awarded without competitive bidding pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-4 et seq. and the Local Public Contracts Law, N.J.S.A. 40A:11-5(2); and

WHEREAS, it is in the best interests of the Township of North Bergen to enter into said Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN** that said Agreement be and hereby is approved with such changes as the Township Administrator and the Township Attorney deem necessary to effectuate the purposes of this Resolution.

**BE IT FURTHER RESOLVED** that the Mayor, Township Administrator, Chief Financial Officer, Township Attorney, Township Clerk, Purchasing Agent, 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 the preparation and execution of an agreement consistent with the above referenced proposal and this Resolution.

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

1. Christopher Pianese, Township Administrator
2. Daniel Peschetti, North Bergen Repair and Transportation
3. Robert Baselice, North Bergen Parking Authority

Date: **December 7, 2016**

	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.

*Donna Williams*  
Township Clerk

**INTERLOCAL SERVICES AGREEMENT BETWEEN THE PARKING  
AUTHORITY OF THE TOWNSHIP OF NORTH BERGEN AND THE  
TOWNSHIP OF NORTH BERGEN FOR VARIOUS SERVICES**

The Agreement is made as of January 1, 2017, between the North Bergen Parking Authority, a public body corporate and politic, formed pursuant to the Parking Authority Law, N.J.S.A. 40:11A-1 et seq. ("Authority"), located at 4225 Bergen Turnpike, North Bergen, New Jersey, 07047, in the County of Hudson and the Township of North Bergen ("Township"), Municipal Building, 4233 Kennedy Blvd., North Bergen, N.J. 07047.

**1. BACKGROUND AND PURPOSES OF THIS AGREEMENT**

- 1.1 The Authority provides services to the Township and its residents, including the provision and regulation of parking, in accordance with N.J.S.A. 40:11A-1 et seq.
- 1.2 On an as needed and priority basis, the Authority requires maintenance and repair services to be performed to vehicles, and other equipment related to the provision of services together with supplying fuel, IT Services, health benefits, snow removal and use of containers for that purpose, public works, camera equipment and surveillance, traffic control for parades and community events and engineering services.
- 1.3 The Township is capable and desirous of providing said services to the Authority, which is desirous of utilizing such services, all on the terms and conditions contained in this Agreement.

**2. SERVICES PROVIDED BY THE TOWNSHIP**

- 2.1 **Maintenance and Repair Facilities and Personnel.** The Township agrees to provide a complete, fully equipped repair garage facility, and all necessary personnel, for the maintenance and repair of vehicles, and other related equipment used by or coming under the direction or control of the Authority.
- 2.2 **Vehicles and Equipment.** On an as needed and priority basis, the Township agrees to provide maintenance and repair services to all Authority vehicles and other related equipment, including, but not limited to, light and medium duty cars, trucks, or equipment used by the Authority for the provision of services and other inter-related governmental services. Further examples of Authority vehicles and other related equipment are set forth on Schedule A annexed hereto.
- 2.3 **Maintenance and Repair Services Provided.** On an as needed and priority basis, Township will provide all necessary maintenance and repair services to the vehicles and equipment set forth in Section 2.2, including but not limited to, replacing parts, rebuilding and installing parts, making adjustments, and/or overhauling minor or major components, doing major and minor tune-ups, providing complete preventative maintenance services, maintaining and repairing suspension systems, brake systems, etc. Further examples of the services to be provided hereunder are set forth on Schedule B annexed hereto.
- 2.4 **Payment for Services**

The Authority agrees to reimburse the Township for its reasonable expenses related to providing the services set forth in this Section. Specifically, the parties agree that the Township will be reimbursed as per schedule C. This will include costs for all parts used for the maintenance and repair services set forth in Section 2. The costs set forth in Schedule C are subject to modification from time to time as the parties may agree.

**3. ADDITIONAL SERVICES PROVIDED BY THE TOWNSHIP**

- 3.1 **Gas** - The Township will permit the Authority to fuel its vehicles at Township pumps. The amount of fuel used will be recorded and invoices sent to the Authority to reimburse the Township for said fuel at the same rates the Township pays for same.
- 3.2 **IT Services** - The Township employs Steven Fong as its IT expert. The Parking Authority may utilize his services on an as needed basis. Mr. Fong and the Township will keep track of the amount of time he spends performing said services and the Township will send invoices to the Authority for reimbursement for said services at the rate of \$50.00 per hour.

**3.3 Health Benefits** - All officers and employees of the Authority entitled to Health Benefits will be enrolled in the Township's Health Benefit Plan. The Township will submit invoices to the Authority for the cost of said coverage at the same rates such coverage costs the Township for its own employees.

**3.4 Emergency Snow Removal** -

In the event of significant snow fall (six inches or more), the Township will, at the Authority's request and dependent on the Township's availability, provide snow removal and/or use of Township containers or dumpsters, to relocate snow from the Authority's public lot locations, a list of which is attached hereto as Schedule "D". The Authority will reimburse the Township for the Township's labor and material costs.

**3.5 Public Works** - The Township maintains a fully equipped and staffed Department of Public Works (DPW). The Township shall provide its DPW services to the Authority at the Authority's request, and the Authority will reimburse the Township for the Township's labor and material costs.

**3.6 Camera Surveillance** - The Township, through its Police Department, operates and maintains a CCTV System within the Township. The parties have determined that it is in the parties' best interests that the Authority's parking lots CCTV system be compatible with the Township's system and be monitored by the Township's Police Department with its existing facilities.

**3.6.1** The Authority shall work with the Township's existing contracted vendor who will, if said vendor agrees, be responsible to install and maintain the CCTV System within the Authority's parking lots.

**3.6.2** The Authority CCTV System shall be integrated into the Township's CCTV System and shall be monitored through the Township's Police Monitoring Facility.

**3.6.3** The Authority and Township shall use good faith efforts to arrange for the purchase of the CCTV cameras through the Township's existing contract, if permissible under the Local Public Contracts Law.

**3.6.4** The Authority shall work with the North Bergen Police Department in identifying suggested camera placement, but the Authority will be solely responsible for final decisions regarding the location of the equipment. Upon request of the Authority, the Township will make available to the Authority, Township personnel familiar with the operation of the CCTV System to advise the Authority of its use.

**3.6.5** The Authority shall reimburse the Township for all costs incurred by the Township for the acquisition of the cameras and any associated equipment, operation, training and programming. In addition, once the system is installed at the Authority, the Authority shall pay to the Township a fee for 24 hour monitoring services, by one person. The hourly fee shall be the starting hourly rate paid at the Authority, currently \$10/hour. The fee shall be paid monthly.

**3.7 Engineering Services** - The Township maintains an engineering department comprised of engineers selected through a deliberative process in accordance with N.J.S.A. 19:44A-20.4 et seq. The Authority may utilize the services of the Township's engineering firms, with their consent. In the event the Authority utilizes the services of the Township's engineers, it shall pay the Township the hourly rate established between the Township and the engineering firms, or the Authority may pay the engineering firms directly.

**4. SERVICES PROVIDED BY THE AUTHORITY**

The Authority, along with The Township, through its Police and Public Works Departments, provides traffic control for parades and community events. The Authority also provides similar services to the Township for emergency situations to provide additional support for the purpose of public safety. The Authority will not seek reimbursement of labor and material costs, however in exchange, annual traffic control training by the Township Police Department will be provided. The Authority will also continue to post the appropriate "Emergency No Parking" signs provided by the Township Police Department.

**5. LIMITED RESOURCES**

Notwithstanding any other provisions set forth in this Agreement, the Township will provide the services, labor, parts, etc. to the extent available. Where there are competing demands between the Township's requirements, the Authority's requirements, and the requirements of other public entities with which the Township has interlocal agreement obligations, the Township shall make determinations in its sole discretion as to which requirement takes priority.

**6. INVOICES**

The Township shall submit invoices to the Authority on a monthly basis setting forth the services provided, labor costs, and the parts and materials used. Invoices will be accompanied by copies of supporting documentation.

**7. INDEMNIFICATIONS**

7.1 The Authority will defend and indemnify the Township and hold it, its officers, agents, representatives and employees, harmless, from any and all losses, claims, liabilities -or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the performance, or lack thereof, of the Authority's obligations under this Agreement.

7.2 The Township will defend and indemnify the Authority and hold it, its officers, agents, representatives and employees, harmless from any and all losses, claims, liabilities, or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the performance, or lack thereof, of the Township's obligations under this Agreement.

**8. INSURANCE**

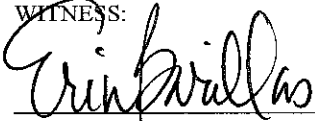
The Township and Authority shall maintain during the entire term of this Agreement insurance coverage for property damage, general liability, automobile liability, garage keepers legal liability, contractual liability, all with limits of not less than \$1,000,000, and excess liability coverage with a limit of not less than \$2,000,000, and workers compensation coverage with limits set in accordance with New Jersey Statutes. The parties shall each name the other party as an additional insured on their respective policies as applicable. The parties shall provide each other with certificates of insurance coverage provided for herein, if requested.

**9. TERM**

The term of this Agreement shall be from January 1, 2017 to December 31, 2018, unless sooner terminated by either of the parties, with or without cause (and no cause need be stated), upon ninety (90) days written notice to the other party.

**IN WITNESS, WHEREOF**, the parties here have caused this Agreement to be duly executed by their duly authorized officials as of the date set forth above.


WITNESS:

  
\_\_\_\_\_  
ERIN BARILLAS  
TOWNSHIP CLERK

TOWNSHIP OF NORTH BERGEN

  
\_\_\_\_\_  
NICHOLAS J. SACCO  
MAYOR

WITNESS:

  
\_\_\_\_\_  
BELINDA MENDEZ  
CLERK/SECRETARY

  
\_\_\_\_\_  
STEVEN R. MONETTI  
NBPA CHAIRMAN

**SCHEDULE "A"**

<b>NBPA#</b>	<b>Vehicle Description</b>	<b>Plate #</b>	<b>Vin #</b>
1	2008 Ford Ranger	MG56748	1FTYR11U28PA39515
4	2007 Ford Focus	MG74347	1FAPP34N37W350653
5	2014 Chevy Spark	MG98814	KL8CB6S92EC497038
6	1999 Chevrolet Astrovan	MG74346	1GCDM19W0XB179352
9	2010 Chevrolet Colorado	MG87526	1GCJTBDE3A8113361
12	2008 Smart Fortwo	MG81352	WMEEJ31X79K215927
13	2004 Chevy Cargo Van	MG84525	1GBHG31U941240296
14	2009 Smart Fortwo	MG84546	WMEEJ31X99K279158
15	2010 Chevy Cobalt	MG84544	1G1AB5F51A7139375
16	2010 Chevy Cobalt	MG84545	1G1AB5F56A7139758
17	2005 GMC Pickup	MG42239	1GTCS146558214311
18	2005 GMC Pickup	MG42271	1GTCS146458213831
20	2014 Jeep Patriot	11695MG	1C4NJRBB0ED870188
21	2014 Jeep Patriot	11696MG	1C4NJRBB9ED870187
22	2016 Ford Focus	15905MG	1FADP3E22GL214222
23	2016 Ford Focus	15906MG	1FADP3E20GL214221
24	2016 Ford F250 Pickup	15876MG	1FTBF2B6XGEB87250
	2000 Cushman Scooter	MG42240	ICHMH6605YL001092
	2006 Dodge Durango	RGM42M	1D4HB38N26F134757
	2012 Ford Explorer	X26BKY	1FMHK8B83CGA21172
	2010 Polaris 550 Sportsman ATV	-	4XAZX55A8AA776977
	Various Snow Plows, Salt Spreaders & Trailer	N/A	N/A

## SCHEDULE "B"

### REPAIR SERVICES EXAMPLES

TUNE-UPS ---MINOR AND MAJOR

COMPLETE PREVENTIVE MAINTENANCE SERVICE

BRAKES SYSTEMS

ENGINE - MINOR AND MAJOR COMPONENTS

FUEL SYSTEMS

COOLING, HEATING AND AIR CONDITIONING SYSTEMS

TRANSMISSIONS MANUAL AND AUTOMATIC - MINOR AND MAJOR REPAIRS

ELECTRICAL SYSTEMS

SUSPENSION AND STEERING SYSTEMS

EXHAUST SYSTEMS

HYDRAULIC SYSTEMS

POWER TAKE OFFS

REAR AND FRONT AXLES

SPRINGS FRONT AND REAR

FRAME AND CROSSMEMBERS

BODY AND CAB WORK IF SO REQUIRED

GASOLINE DRIVEN PUMPS, SAWS, DRILLS, HAMMERS, etc.

GENERATORS GASOLINE AND DIESEL

SPECIALIZED EQUIPMENT, etc.

**SCHEDULE "C"**

MAINTENANCE AND REPAIR COSTS

HOURLY LABOR REPAIR RATE \$70.00 PER HOUR

PARTS COST TO BE CHARGED OUT AT THE SAME PRICE PAID BY THE TOWNSHIP

COST FOR REPAIRS OF ANY SPECIALIZED EQUIPMENT THAT REQUIRES THAT UNIT BEING SENT TO AN OUTSIDE AUTHORIZED SINGLE SOURCE VENDOR, THAT REPAIR COST WILL BE CHARGED OUT FOR WHAT THE TOWNSHIP IS REQUIRED TO PAY THAT VENDOR.



**SCHEDULE "D"**

North Bergen Parking Authority Lot Location Schedule

<b>Description</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b># of Spaces</b>
<b>Rented</b>	601-617 Bove Terrace	North Bergen	NJ	07047	23
<b>Parking Lots</b>	1314 14th Street	North Bergen	NJ	07047	11
	2123 Kennedy Blvd	North Bergen	NJ	07047	14
	2212-14 Dietz Place	North Bergen	NJ	07047	7
	2408-18 Meadowview Avenue	North Bergen	NJ	07047	14
	2601 Grand Avenue	North Bergen	NJ	07047	15
	1402-04 28th Street	North Bergen	NJ	07047	12
	1132-34 51st Street	North Bergen	NJ	07047	28
<b>Coming Soon</b>	1122 53rd Street	North Bergen	NJ	07047	13
<b>Coming Soon</b>	1707 69th Street/Liberty Ave	North Bergen	NJ	07047	21
	7415-7423 Bergenline Avenue	North Bergen	NJ	07047	19
	7212-7216 Broadway	North Bergen	NJ	07047	25
	7316-7322 Broadway	North Bergen	NJ	07047	13
	7406-7410 Park Avenue	North Bergen	NJ	07047	31