

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

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: North Bergen Municipal Utilities Authority COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:  
Emergency Management Coordinator

EFFECTIVE DATE: 01/01/2018

EXPIRATION DATE: 12/31/2020

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$7,500 per year

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 AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BERGEN AND NORTH BERGEN MUNICIPAL UTILITIES AUTHORITY FOR EMERGENCY MANAGEMENT COORDINATOR SERVICES

WHEREAS, the Township of North Bergen ("Township") has appointed an Emergency Management Coordinator; and

WHEREAS, the North Bergen Municipal Utilities Authority ("Authority") has the need for the services of an Emergency Management Coordinator; and

WHEREAS, the Township and the Authority have agreed to share the services of the Emergency Management Coordinator appointed by the Township, and the Authority will reimburse the Township \$7,500 annually for said services; and

WHEREAS, the Township and the Authority wish to enter into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-4, et seq., to provide for the foregoing; and

WHEREAS, a copy of the proposed Shared Services Agreement For Emergency Management Coordinator Services between the Township and the Authority ("Agreement"), which has a maximum term of three years ending December 31, 2020, is on file in the Township Clerk's Office.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN** that the Agreement is hereby authorized and approved, with such changes as the Township Administrator and 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, Township 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 execution of the final Agreement.

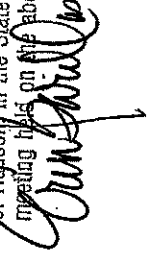
**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to:

1. North Bergen Municipal Utilities Authority
2. David Ricighiano
3. Division of Local Government Services
4. State Emergency Management Coordinator

Date: January 10, 2018

	YES	NO	NOT VOTING
Cabrera	✓		
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.



Township Clerk

**SHARED SERVICES AGREEMENT  
FOR EMERGENCY MANAGEMENT COORDINATOR SERVICES**

This Agreement made and dated as of the 1st day of January 2018, is by and between the Township of North Bergen ("Township") and the North Bergen Municipal Utilities Authority ("Authority") (collectively the Parties").

**W I T N E S S E T H**

**WHEREAS**, the Parties wish to enter into an Shared Services Agreement to provide for the sharing of Emergency Management Coordinator Services; and

**WHEREAS**, the Township agrees to provide the Authority with the services of the Township's Emergency Management Coordinator.

**NOW, THEREFORE**, be it agreed by and between the Parties as follows:

1. **Recitals.** The recitals set forth above are incorporated herein.
2. **Scope of Services.** Township agrees to provide the services of its Emergency Management Coordinator on an as needed basis to the Authority so that the Township Emergency Management Coordinator can also be the designated Emergency Management Coordinator for the Authority.
3. **Term.** This Agreement shall be effective January 1, 2018, and shall continue for one (1) year until December 31, 2018. Unless terminated by either Party, this Agreement shall renew annually for two (2) additional one (1) year terms, up to a maximum of three (3) total years.
4. **Compensation.** The Authority shall pay the Township \$7,500 per year. The Authority shall pay this amount to the Township within thirty (30) days of receipt of an invoice from the Township.
5. **Level of Service.** The Township will provide all services in a professional and workmanlike manner.
6. **Contact Person.** Each of the Parties agrees to appoint a person to act as a liaison to serve as the contact person amongst the various Parties.

7. **Termination.** Either Party may terminate this Agreement at any time with or without cause (and no cause need be stated) by giving forty-five (45) days written notice to the other Party.

8. **Indemnification.** The Authority will defend and indemnify the Township and hold it, its officials, 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.

The Township will defend and indemnify the Authority and hold it, its officials, 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.

9. **Insurance.** During the term of this Agreement, each Party will keep in force, at its cost and expense, public liability insurance, including contractual liability, in minimum limits of \$1,000,000.00 on account of bodily injuries or death and property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other Party.

10. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit the matter for litigation. Rather, the Parties agree:

a. the Contact Person for each involved Party shall attempt to resolve the dispute, if that is unsuccessful;

b. the Township CFO and one Commissioner and the Authority CFO and one Board Member shall attempt to resolve the dispute, if that is unsuccessful;

c. the Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator shall be binding and final.

11. **Authorization.** Each Party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **No Assignments.** This Agreement may not be assigned without the written consent of all other Parties.

14. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the transactions contemplated herein. No change or modification of the Agreement shall be valid unless the same shall be in writing and signed by all Parties.

15. **Severability.** If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

16. **Notice.** Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Township of North Bergen  
4233 Kennedy Blvd.  
North Bergen, New Jersey 07047  
Att: Township Administrator

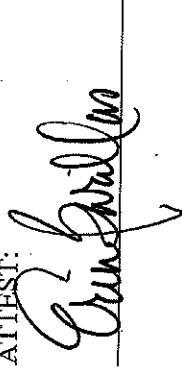
North Bergen Municipal Utilities Authority  
6200 Tonnelle Avenue  
North Bergen, New Jersey 07047  
Att: Executive Director

17. **Execution.** 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**, each Party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ACCEPTED AND AGREED TO:


ATTEST:



TOWNSHIP OF NORTH BERGEN

BY:   
Mayor Nicholas J. Sacco

NORTH BERGEN MUNICIPAL  
UTILITIES AUTHORITY

BY:   
Frank Festana, Executive Director