

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Bergen COUNTY: Bergen

RECIPIENT: Township of Teaneck COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Loan of fire apparatus from the County of Bergen on a temporary/emergency basis solely for the use as front line fire apparatus.

EFFECTIVE DATE: March 8, 2016

EXPIRATION DATE: March 8, 2016

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$ 50,000

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.



Township Council
c/o Township Clerk
Teaneck, NJ 07666

Meeting: 03/08/16 07:00 PM
Department: Township Clerk
Category: Authorization
DOC ID: 3112

RESOLUTION 51-2016

Authorize a Shared Service Agreement with County of Bergen for Loan of Fire Apparatus on a Temporary/Emergency Basis

TOWNSHIP OF TEANECK
BERGEN COUNTY, NJ

51-2016

**AUTHORIZE A SHARED SERVICE AGREEMENT WITH COUNTY OF
BERGEN FOR LOAN OF FIRE APPARATUS ON A
TEMPORARY/EMERGENCY BASIS**

WHEREAS, *N.J.S.A. 40A:65-1 et seq.*, the Uniform Shared Services and Consolidation Act, authorizes contracts between municipalities and counties for the joint provision of services within their respective jurisdictions; and

WHEREAS, the County of Bergen operates a Fire Academy through the County's Department of Public safety; and

WHEREAS, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines ("Fire Apparatus") used for training firefighters; and

WHEREAS, subject to the operational needs of the Fire Academy, the County of Bergen seeks to make certain Fire Apparatus available to the municipalities within Bergen County on a temporary/emergency basis solely for use as front line fire apparatus in the event of the temporary breakdown or scheduled repair of the municipality's fire apparatus; and

WHEREAS, the Township of Teaneck seeks to ensure its ability to utilize the Fire Apparatus on a temporary/emergency basis as front line fire apparatus; and

WHEREAS, the Township of Teaneck and the County of Bergen have determined that by entering into a shared services agreement governing the terms for borrowing the County's Fire Apparatus in advance of the Township's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as the Township has a need to utilize it; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF TEANECK, Bergen County, New Jersey, pursuant to the provisions of *N.J.S.A. 40A:65-1 et seq.* that the Mayor is hereby authorized to execute, and the Township Clerk to attest, an Shared Services Agreement between the Township of Teaneck and the County of Bergen, for the loan of Fire Apparatus from the County of Bergen on a temporary/emergency basis solely for use as front line fire apparatus; for a ten (10) year period commencing upon the mutual execution of said Agreement, a copy of which is on file in the office of the Township Clerk, and is available for public

inspection.

Date: 03-08-16

APPROVED: 

Lizette Parker, Mayor

ATTEST: 

Issa Abbasi, Acting Township Clerk

SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN

THIS AGREEMENT is made by and between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076 hereinafter referred to as the "County" and

EACH MUNICIPALITY located within Bergen County signing this agreement, being a body politic and corporate of the State of New Jersey, with administrative offices located at the address set forth on the municipality's respective signature page, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the County of Bergen operates a Fire Academy through the County's Department of Public Safety; and

WHEREAS, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines ("Fire Apparatus") used for training firefighters; and

WHEREAS, subject to the operational needs of the Fire Academy, the County seeks to make certain Fire Apparatus available to the municipalities within Bergen County on a temporary/emergency basis solely for use as front line fire apparatus; and

WHEREAS, Municipality seeks to ensure its ability to utilize the Fire Apparatus on a temporary/emergency basis as front line fire apparatus; and

WHEREAS, the County and Municipality have determined that by entering into this Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of Municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as Municipality has a need to utilize it;

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

WHEREAS, the County has authorized this agreement by adoption of Resolution No. 1458-15 on December 16, 2015; and

WHEREAS, Municipality has authorized this agreement by adoption of the Resolution number set forth on the signature page of this Agreement, adopted on the date set forth therein;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

Attachment: Shared Services Agreement with County - Fire Apparatus (51-2016 : Authorize a Shared Service Agreement with County of

1. Scope of Services.

- A. The Municipality agrees to borrow and the County agrees to lend Fire Apparatus from the County for use as front line fire apparatus on an emergent, temporary basis, such as in circumstances of breakdown or destruction of Municipality's firefighting vehicles, in accordance with the terms of this Agreement.
- B. The Parties understand that the County's Fire Apparatus must be primarily available for County use. Therefore, Fire Apparatus will only be available whenever not in use, or scheduled to be used by the County, and, then, it will only be made available at the sole discretion of the Director of the Bergen County Law and Public Safety Institute or a designated representative for short term emergency use as front line fire apparatus.
- C. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the Municipality will be permitted to borrow the Fire Apparatus under this Agreement, in the absence of extenuating circumstances, for a period not to exceed eight (8) weeks, free of charge.
- D. In extenuating circumstances, the County may approve a loan of the Fire Apparatus for a period not to exceed twenty four (24) weeks, subject to the fee schedule set forth in Section 4, "Compensation," below.
- E. Because long term borrowing of the Fire Apparatus is anticipated to accelerate the deterioration of the Fire Apparatus, a separately negotiated agreement shall be required for any loan of Fire Apparatus anticipated to exceed twenty four (24) weeks. The Municipality's mayor or administrator and fire chief shall meet with the County Administrator, the County's Director of Public Safety and Director of the Bergen County Law and Public Safety Institute to discuss the terms of such separate agreement, including the length of such loan, and any fees or costs to be imposed for use of the Fire Apparatus.

2. Responsibilities of the Parties – Operation of the Loaner Program.

- A. When and if the Municipality wishes to borrow Fire Apparatus from the County, the Municipality's Contact Person shall submit to the County's Contact Person a written request to borrow Fire Apparatus.
- B. The County may adopt a form for the written request. Regardless of whether or not the County adopts such a form, the written request shall contain, at minimum, the following information:
 - i. The piece of Fire Apparatus requested;
 - ii. The reason for the request;

- iii. The use to which the Fire Apparatus will be put;
 - iv. The duration for which the Municipality wishes to borrow the Fire Apparatus. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the duration will, in the absence of extenuating circumstances, be limited to eight (8) weeks. In extenuating circumstances, the County may approve ;
 - v. Any other information the Municipality wishes to include with its request;
 - vi. Any other information required by the County, in its discretion, to evaluate the Municipality's request.
- C. If the County, upon review of the written request, determines that the requested Fire Apparatus is available for loan, the County will loan the Fire Apparatus to the Municipality on the following terms:
- i. Prior to taking custody of the Fire Apparatus, the Municipality must provide the County with a certificate of insurance, demonstrating compliance with the insurance requirements below, naming the County, its officers, agents, employees, and volunteers as additional insureds.
 - ii. Prior to taking custody of the Fire Apparatus, the Municipality's Contact Person will sign a statement indicating and agreeing to the following:
 - a. The make, model, vehicle identification number, serial number, or other vehicle-specific identification of the Fire Apparatus being borrowed;
 - b. The date on which the Fire Apparatus will be borrowed;
 - c. The date by which the Fire Apparatus will be returned;
 - d. The daily rate the Municipality will pay to the County for use of the Fire Apparatus for any period exceeding eight (8) weeks, if the County determines that extenuating circumstances warrant such extended loan.
 - e. That the Municipality has inspected the Fire Apparatus and independently determined that the Fire Apparatus is acceptable for the Municipality's purposes. Where the County has advised the Municipality of known recommended repairs or replacement of specific malfunctioning or nonfunctioning parts of the Fire Apparatus, the Municipality has reviewed same, and determined that, notwithstanding such recommended repairs or replacement, the Municipality agrees to take custody of the Fire Apparatus.

Attachment: Shared Services Agreement with County - Fire Apparatus: (51-2016 : Authorize a Shared Service Agreement with County of

- iii. The representative of the Municipality taking custody of the Fire Apparatus shall sign an acknowledgment thereto prior to removing the Fire Apparatus from the grounds of the Fire Academy. This acknowledgment may be included on the statement set forth in paragraph 2(C)(ii), supra.
- iv. The Director of the Bergen County Law and Public Safety Institute may, in writing, agree to permit the Municipality to keep the Fire Apparatus for a period beyond the date set forth on the statement, subject, however, to the County's continuing and overriding right to recall the Fire Apparatus for Fire Academy usage or where the needs of public safety require same, such determination to be made in the sole discretion of the County.
- v. The Municipality agrees that persons assigned to operate the Fire Apparatus ("operators") will possess all required licenses to operate the Fire Apparatus and will have fulfilled training requirements in accordance with standards set forth by the New Jersey State Division of Fire Safety as well as all New Jersey motor vehicle laws, regulations, and requirements prior to operating said Fire Apparatus. A sufficient number of the Municipality's personnel will be trained to comply with this requirement and shall keep current through continuous training courses as necessary.
- vi. The Municipality agrees to utilize the Fire Apparatus in full and complete compliance with all Federal, State, and Local standards and requirements. In the event the County determines that the Municipality has failed to utilize the Fire Apparatus in conformance with all Federal, State, and Local standards and requirements, the Municipality shall immediately return the Fire Apparatus to the County in the manner directed by the County.
- vii. The Municipality shall be responsible for all fueling and routine maintenance of the Fire Apparatus during such time as the Fire Apparatus is in the Municipality's custody. The Municipality shall be liable to the County for any costs incurred by the County as a result of the Municipality's failure to perform or negligent performance of routine maintenance of the Fire Apparatus.
- viii. The Municipality shall be responsible for repairing any damage to the Fire Apparatus or equipment failure occurring while the Fire Apparatus is in the Municipality's custody.
- ix. The Municipality shall maintain written records regarding receipt, possession and regular maintenance of the Fire Apparatus.
- x. The Municipality shall return the Fire Apparatus to the County in the same or better condition than when the Municipality borrowed it.
- xi. The Municipality will return the Fire Apparatus to the County Fire Academy upon the County's request within seven (7) days when the County determines that the

Fire Apparatus is required for Fire Academy use, and within twenty four (24) hours when the County determines that return of the Fire Apparatus is required in the interest of public safety.

- xii. The Municipality will take custody of the Fire Apparatus and return custody of the Fire Apparatus to the County at the Bergen County Fire Academy. Under no circumstances shall the County be required to retrieve the Fire Apparatus from another location.

3. Term.

The term of this Agreement shall commence on the Effective Date, and shall remain in effect for a period of ten years. This Agreement will continue in effect on the terms and conditions provided herein for the full term of the Agreement, unless either Party elects to terminate said Agreement upon thirty (30) days' notice to the other Party. Said election to terminate does not relieve the Municipality from any responsibility for defense or indemnification of any claims against the County or its obligations for maintenance or repair of the Fire Apparatus occasioned by Municipality's use of the Fire Apparatus. The County shall have no liability to the Municipality for any losses or additional costs that may be incurred by the Municipality as a result of the County's termination of this Agreement.

4. Compensation.

- A. Subject to availability, the County agrees to permit the Municipality to borrow the Fire Apparatus free of charge for a period not to exceed eight (8) weeks, and the Municipality agrees to return the Fire Apparatus by the date set forth in the statement described in paragraph 2(C)(ii), *supra*, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus.
- B. If the County determines that the Municipality has demonstrated extenuating services justifying the borrowing of the Fire Apparatus for more than eight (8) weeks, but not more than twenty four (24) weeks, the Municipality Agrees to pay the County, and the County agrees to accept payment at the daily rate charged by the County for use of the County Fire Apparatus at the time the Municipality seeks to borrow the County Fire Apparatus.
- C. The daily rates may be increased by the County periodically. The then effective rate shall be set forth in the in the statement described in paragraph 2(C)(ii), *supra*, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus. The current daily rates are as follow:
 - a. First eight weeks – No charge, as set forth in Paragraph 4(A), above.
 - b. Ninth through sixteenth weeks – Twenty five dollars (\$25) per day.
 - c. Seventeenth through twenty fourth weeks – Fifty dollars (\$50) per day.

D. The County will provide an invoice to the Municipality on a monthly basis. The Municipality agrees to pay the County within 45 days after submission of the invoice by the County to the Municipality.

5. Contact Person.

The Municipality agrees to appoint a person to act as a liaison to serve as the Contact Person between the County and the Municipality in order to support and facilitate the orderly and efficient distribution of Fire Apparatus and related relevant information. The Municipality's Contact Person shall be authorized to sign the statement described in paragraph 2(C)(ii), *supra*. The County's Contact Person shall be the Director of the Bergen County Law and Public Safety Institute or his designee.

6. Other Agreements.

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement. Nothing in this Agreement shall prohibit the County from entering into agreements to purchase, maintain, rent, loan, sell, or otherwise dispose of Fire Apparatus to other public or private entities.

7. Dispute Regarding Payment.

As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with this Agreement shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County shall promptly repay the excess.

8. Risk of Loss; Indemnification.

The Municipality acknowledges and agrees that County has made no representation regarding the condition of the Fire Apparatus, and the Fire Apparatus is being loaned strictly in "as is" and "where is" condition with no warranties, either expressed or implied. The Municipality hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the Municipality's use of the Fire Apparatus, including any loss occasioned by failure of the Fire Apparatus to perform as intended.

The Municipality agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and claims for damages or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by the County or the Municipality hereunder. Specifically included in this obligation is the Municipality's agreement to defend, indemnify and hold harmless the County Indemnified Parties from any and all claims asserting failure on the part of the County to properly maintain the Fire Apparatus,

Attachment: Shared Services Agreement with County - Fire Apparatus (51-2016) : Authorize a Shared Service Agreement with County of

including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Fire Apparatus.

The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

The Municipality shall be solely responsible for any and all theft and/or damage which shall be occasioned by the Municipality's use, or occur while the Fire Apparatus is being utilized or in the custody of the Municipality, and all such costs shall be borne solely by the Municipality.

9. Insurance.

During the term of this Agreement, the Municipality shall maintain workers' compensation insurance with statutory limits and a minimum of \$ 1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Fire Apparatus used in this performance hereunder. In addition, the Municipality shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Fire Apparatus other than those claims covered by the aforementioned automobile liability insurance. The Municipality shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County's prior written approval of such cancellation or change. The Certificates must provide for thirty (30) days' notice of cancellation in the event that a Municipality's policy is cancelled for any reason. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

It is understood that, while the County of Bergen is the titled owner to the Fire Apparatus, the Municipality, being responsible for the operator of the Fire Apparatus, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Fire Apparatus during such time as the Municipality has custody of the vehicle, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

10. Dispute Resolution.

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving the Municipality of returning the Fire Apparatus to the County immediately upon demand, regardless of the status of any dispute resolution process.

Attachment: Shared Services Agreement with County - Fire Apparatus (51-2016 : Authorize a Shared Service Agreement with County of

11. No Waiver.

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

12. Relationship of the Parties.

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

13. Notices.

All notices, demand, consents, approvals, or requests, required or permitted to be given to or served upon the County, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the Municipality: To the address set forth on the signature page of this Agreement.

If to the County: Director
Bergen County Law and Public Safety Institute
281 Campgaw Road
Mahwah, NJ 07430

With a copy to: County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

14. Miscellaneous.

This Agreement may only be modified in writing, duly authorized and signed by the County and Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the County Contact or Municipal Contact.

15. Governing Law.

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

Attachment: Shared Services Agreement with County - Fire Apparatus (51-2016 : Authorize a Shared Service Agreement with County of

16. No Assignment.

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the Municipality grant custody of the Fire Apparatus to any third party without the express written consent of the County's Contact Person.

17. No Third Party Beneficiaries.

This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Entire Agreement.

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

20. 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 in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

21. Title and Headings.

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

22. Recitals.

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

Attachment: Shared Services Agreement with County - Fire Apparatus (51-2016 : Authorize a Shared Service Agreement with County of

23. Counterparts; Facsimile Signature of County Executive.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Municipality understands and agrees that a copy of this Agreement with the County Executive's original signature shall remain on file with the County. Municipality shall execute a signature page bearing a facsimile/photocopy of the County Executive's signature, and shall accept such facsimile/photocopy of the County Executive's signature as effective and binding upon the County.

24. Effective Date.


This Agreement shall become effective upon passage of an authorizing Resolutions by the Municipality and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution hereof by both the County Executive and the Authorized official of the Municipality.

[Signature page(s) to follow]

Attachment: Shared Services Agreement with County - Fire Apparatus (51-2016 : Authorize a Shared Service Agreement with County of

IN WITNESS WHEREOF, the COUNTY OF BERGEN and the Borough/City/Township/Village of _____ ("Municipality") have executed this SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN ("Agreement"), consisting of recitals and twenty four enumerated paragraphs on ten pages plus signature pages, and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:



Dated: 12/17/15

COUNTY OF BERGEN

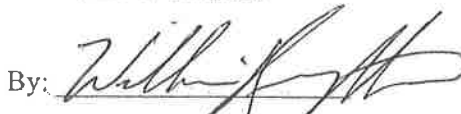
By: 
James J. Tedesco, III
County Executive

Authorized by Freeholder Resolution No. 1458-15, adopted on December 16, 2015, a copy of which is annexed hereto.

ATTEST:


Dated: 03-08-16

Teaneck
(Name of Municipality)

By: 
Title: Twp. Manager

Authorized by Resolution No. 51-2016 of the Municipality, adopted on 03-08-16, a copy of which is annexed hereto.

All notices to the Municipality pursuant to Paragraph 13, "Notices," shall be sent to the following (to be completed by Municipality):

Attachment: Shared Services Agreement with County - Fire Apparatus (51-2016 : Authorize a Shared Service Agreement with County of