

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: THE BOROUGH OF ROCKLEIGH COUNTY: BERGEN

RECIPIENT: ROCKLEIGH SEWERAGE AUTHORITY COUNTY: BERGEN

BRIEF DESCRIPTION OF SERVICE:

Rent for area within Municipal Building including reimbursement for utilities, insurance, administrative items and office supplies.

EFFECTIVE DATE: JANUARY 1, 2018

EXPIRATION DATE: DECEMBER 31, 2022

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.

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made this 2nd day of October, 2017 between the **BOROUGH OF ROCKLEIGH** (hereinafter "the Borough"), maintaining offices at 26 Rockleigh Road, in the Borough of Rockleigh, County of Bergen and State of New Jersey and the **ROCKLEIGH SEWERAGE AUTHORITY** (hereinafter "RSA"), maintaining offices at 26 Rockleigh Road, in the Borough of Rockleigh, County of Bergen and State of New Jersey.

W I T N E S S E T H:

WHEREAS, the Borough is a municipal corporation of the State of New Jersey incorporated pursuant to the provisions of the Borough Act, N.J.S.A. 50:-1, et seq.; and

WHEREAS, the RSA is a public body corporate and politic formed pursuant to the provisions of N.J.S.A. 40:14A-1, et seq.; and

WHEREAS, the Uniform Shared Services and Consolidation Act (hereinafter "the Act"), N.J.S.A. 40A:65-1, et seq., permits any local unit to enter into an agreement with any other local unit to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough and RSA are each constituted as a local unit pursuant to N.J.S.A. 40A:65-3; and

WHEREAS, the Borough and RSA desire to enter into an agreement whereby the RSA would compensate the Borough for certain services provided to the RSA.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES hereto as follows:

1. **Lease and Payment of Rent.**

A. The parties hereto each presently maintain their offices in the Rockleigh Borough Hall, 26 Rockleigh Road, Rockleigh, New Jersey, with the building having a total floor area of 4,276 square feet. The parties agree that the RSA uses 1,028 square feet of floor area, or 24.04% of the total building area, within the Borough Hall for its business.

B. The RSA shall pay the Borough, commencing on the effective date of the Agreement, a per square foot rental of Thirty-eight and 16/100 (\$38.16) Dollars, or Thirty-nine Thousand, Two Hundred Twenty-eight (\$39,228.00) Dollars annually. Rental payments shall be tendered by the RSA in quarterly payments of Nine Thousand Eight Hundred Seven (9,807.00) Dollars.

2. **Utilities and Other Expenses.**

Consistent with the percentage allocation in paragraph 1 hereof, the parties agree that utilities in the form of electric, gas, water, telephone, and administrative expenses, including postage, stationery, equipment, furnishings, and general liability and fire insurance, shall be charged to the RSA at the aforesaid 24.04% allocation as set forth in paragraph 1. The RSA shall

reimburse the Borough for such expenses on a quarterly basis, upon receiving from the Borough a copy of the appropriate billing invoice or other document detailing the cost and expense incurred by the Borough.

3. **Effective Date.**

This Agreement shall take effect on January 1, 2018 and shall expire on December 31, 2022. Notwithstanding the foregoing, either party may terminate the within Agreement after same has been in force and in effect for one (1) year, and it is agreed that any termination must be given at least twelve (12) months prior to the commencement of the year in which termination would take effect. By way of example, should either party wish to terminate the Agreement in the year 2020, notice of such termination must be given on or before January 1, 2019. The party seeking to terminate the Agreement shall be required to provide such notice to the other party, in writing, delivered personally or by certified mail at the address set forth above.

4. **No Assignment.**

Neither party may assign or otherwise transfer this Agreement to any party since this Agreement is intended to be governed by the terms and provisions of the Act.

5. **Amendments.**

No amendment or modification of the terms of this Agreement will be binding unless reduced to writing and approved by a resolution of each local unit.

6. **Renegotiation.**

Should any term or provision of this Agreement be found to be invalid by any court or agency having jurisdiction, the parties agree that such term or provision found invalid shall be deemed severable from this Agreement and shall not effect the remaining terms and provisions herein. In addition, the parties agree to immediately act to renegotiate, in good faith, such term or provision found invalid so as to eliminate such invalidity consistent with the intent of this Agreement.

7. **Governing Law.**

The within Agreement shall be governed by and construed in accordance with the terms and provisions of the Act and the laws of the State of New Jersey.

8. **Counterparts.**

The within Agreement shall be executed in any number of counterparts and each shall have the same force and effect as an original Instrument.

9. **Disputes.**

The parties agree to work in good faith to resolve any claim, demand, cause of action, dispute or controversy relating to the within Agreement. Should any dispute occur, an attempt will be made to resolve same between representatives of each party hereto. Should such dispute be unresolved, either party may resort to exercise any rights and remedies

available at law or in equity, with the non-prevailing party being entitled to obtain reimbursement of all reasonable legal fees and costs and expenses.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BOROUGH OF ROCKLEIGH

ATTEST:

Marcella Giampiccolo
Marcella Giampiccolo, RMC
Borough Clerk

By: Robert R. Schaffer
Robert R. Schaffer, Mayor

ROCKLEIGH SEWERAGE AUTHORITY

ATTEST:

Marcella Giampiccolo
Marcella Giampiccolo,
Secretary

By: Frank Cumiskey
Frank Cumiskey, Chairman