

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: BOROUGH OF NORTHVALE COUNTY: BERGEN

RECIPIENT: BOROUGH OF ROCKLEIGH COUNTY: BERGEN

BRIEF DESCRIPTION OF SERVICE:

AGREEMENT WITH THE BOROUGH OF NORTHVALE FOR THE PROVIDING OF PUBLIC
WORKS SERVICES BY

EFFECTIVE DATE: January 1st, 2016

EXPIRATION DATE: December 31, 2016

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 7th day of December, 2015, by and between

Borough of Northvale
maintaining offices at 116 Paris Avenue
Northvale, New Jersey 07647 ("Borough")

and

Borough of Rockleigh
maintaining offices at 26 Rockleigh Road
Rockleigh, New Jersey 07647 (hereinafter "Rockleigh")

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits, authorizes and encourages public bodies such as counties, municipalities and school districts to enter into agreements with each other for the joint provision of any service which the parties to such agreement are empowered to render under and within their own jurisdiction, whether administrative or local; and

WHEREAS, the Borough of Northvale and Borough of Rockleigh have determined that it is in their best interests to enter into an Interlocal Agreement for the optimization of savings, in connection with certain services to be performed by the Department of Public Works ("Northvale DPW") of Northvale, as more particularly set forth herein; and

WHEREAS, the Borough of Rockleigh and the Borough of Northvale desire to execute the within Agreement setting forth the

services to be rendered by the Northvale DPW to the Borough of Rockleigh, and the compensation to be paid for such services in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth herein, the Borough and the Bonding Attorney agree as follows:

Section 1. **NORTHVALE DPW'S SERVICES**

For a period of one (1) year commencing January 1, 2016, Northvale DPW agrees to perform the following services for the Borough of Rockleigh:

- (a) maintaining and replacing street signs in Rockleigh;
- (b) brush chipping for residents of Rockleigh one ("1") time a year;
- (c) lawn maintenance at Rockleigh Borough Hall, Rockleigh DPW and Rockleigh owned property at the entrance to Corporate Park at Link Drive in Rockleigh.
- (d) pothole repair for all Rockleigh Borough streets.

Section 2. **COMPENSATION**

In consideration for such services described in Section "1", the Borough of Rockleigh shall: (i) pay the sum of twenty thousand (\$20,000) dollars in the following manner: \$5,000 on March 1, 2016, \$5,000 on June 1, 2016, \$5,000 on October 1, 2016 and \$5,000 December 1, 2016.

Section 3. **TERM OF ENGAGEMENT**

(a) The term of this Agreement shall commence on the first day of January 1, 2016 and shall remain in full force and effect until December 31, 2016.

(b) It is further understood that this Agreement is subject to termination by either party in accordance with the applicable laws of the State of New Jersey upon ninety "90" days notice.

(c) This Agreement may be renewed or amended from time to time by agreement of the parties thereto in the same manner as this Agreement was originally authorized and approved. Amendments to this Agreement shall become effective immediately upon execution (as authorized by resolution) by the last (in time) of all parties to this Agreement.

Section 4. **CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Bergen County vicinage and the parties agree to submit to the jurisdiction of said Court.

Section 5.

LIMITATION OF AGREEMENT

All of the terms, conditions and covenants contained in this Agreement are expressly limited by and subject to the Interlocal Services Act. In the event there shall be deemed to be any inconsistency between the terms of this Agreement and the terms of the Act the, terms of the Act shall prevail. In the event of any partial Invalidity or unenforceability of any of the provisions of this Agreement, same shall not affect the validity or enforceability of the remaining terms of this Agreement.

Section 6.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any prior agreements of the parties with respect to its subject matter. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and it is entered into after full investigation, neither party relying upon any statement or representations, not embodied in this Agreement, made by the other.

IN WITNESS WHEREOF, the Boroughs, by Resolutions duly adopted, have caused this Agreement to be approved and executed, and have caused this agreement to be executed this day and year first above written.

ATTEST:

BOROUGH OF NORTHVALE

Wanda A. Worner
Wanda A. Worner, Clerk

By: Stanley E. Piehler
MAYOR EDWARD PIEHLER
Stanley E. Piehler, Mayor

ATTEST:

BOROUGH OF ROCKLEIGH

Marcella Giampiccolo
Marcella Giampiccolo, Clerk

By: Robert R. Schaffer
MAYOR ROBERT R. SCHAEFER



BOROUGH OF ROCKLEIGH
County of Bergen
State of New Jersey



MOTION: *Johnsen*

SECOND: *Mender*

Re: RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT WITH THE BOROUGH OF NORTHVALE FOR THE PROVIDING OF PUBLIC WORKS SERVICES BY SAID BOROUGH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. permits a municipality to enter into an agreement with another municipality to receive any services which the respective parties are empowered to provide or receive; and

WHEREAS, an Agreement has been prepared whereby the Borough of Northvale would provide the Borough of Rockleigh with certain services to be performed by the Department of Public Works of Northvale, including maintaining and replacing street signs, brush chipping, lawn maintenance of municipal property, and pot hole repair on streets, all within the Borough of Rockleigh; and

WHEREAS, the Agreement has been reviewed by the Mayor and Council and found to be acceptable.

NOW THEREFORE BE IT RESOLVED that Mayor Robert Schaffer and Borough Clerk Marcella Giampiccolo be and are hereby authorized to execute the aforesaid Agreement; and

BE IT FURTHER RESOLVED that a copy of the Agreement, once executed by the respective municipalities, shall be filed with the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:65-4b; and

BE IT FURTHER RESOLVED that a copy of said Agreement shall be available for inspection at the Office of the Rockleigh Borough Clerk pursuant to N.J.S.A. 40A:65-5b.

Dated: *December 8*, 2015

I hereby certify that this is a true copy of the Resolution passed by the Governing Body at their Regular meeting held on *December 7*, 2015
Marcella Giampiccolo
Marcella Giampiccolo, Borough Clerk

	Yes	No	Absent	Abstain
Bresnak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ewald	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Johnsen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mender	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pontone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cumiskey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>