

INTER-LOCAL SHARED SERVICES AGREEMENT

This Agreement, shall be effective for period of three years commencing January 1st, 2015 ending December 31st, 2017 by and among the TOWNSHIP OF SOUTH HACKENSACK ("SOUTH HACKENSACK") having offices at 227 Phillips Avenue, South Hackensack, New Jersey 07606 and the BOROUGH OF MOONACHIE ("MOONACHIE") having offices at 70 Moonachie Road, Moonachie, New Jersey 07074.

WITNESSETH

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

WHEREAS, the Township of South Hackensack and the Borough of Moonachie are of similar size, population, demographic and geographic region and have enjoyed a positive relationship through the years; and

WHEREAS, the Township of South Hackensack and the Borough of Moonachie are committed to delivering services to their taxpayers in the most effective and cost efficient manner; and

WHEREAS, the Township of South Hackensack and the Borough of Moonachie have studied the possible efficiencies in sharing various services and

equipment by and among its respective Departments of Public Works.

NOW THEREFORE, in consideration of the respective covenants and promises herein contained the parties agree as follows:

1. Preservation of each municipality's Department of Public Works and Term. South Hackensack and Moonachie agree that the agreements and terms set forth herein shall not constitute dissolution of their respective Departments of Public Works or legal joinder of the same. Each respective municipality shall have complete control over their respective departments including but not limited to hiring, discharge, discipline, contracts, policies and direction except as the same may be specifically modified herein. Each party shall share with the other any labor agreements governing its labor force, personnel manuals and policies, licenses or designation of any employee and insurance policies governing its labor pool and covering its equipment and use thereof. The parties agree that this agreement shall commence upon final passage of authorizing resolutions of each municipality and shall terminate upon provision by either party written notice of at least six months.

2. Equipment Purchases and Cost Division. South Hackensack and Moonachie agree that in the event that the governing body of either municipality determines that it is in need of a piece of equipment exceeding the sum of Seven thousand five hundred dollars (\$7,500.00) in value it shall first notify the other municipality in writing of their intent to purchase the same. Said municipality shall have a period of thirty (30) days from the date of notification to respond in writing regarding that municipality's desire to purchase said

equipment jointly. In the event that the parties agree to make a joint purchase of any equipment each governing body shall pass a resolution specifying the equipment to be purchased, each party's financial share of the hard and soft costs to purchase the same, the costs of maintenance, insurance and registration. The municipality which notifies the other municipality of a desire to purchase equipment shall be considered the lead agency and shall make all arrangements to purchase said equipment subject to a cost share as set forth in the aforementioned resolution unless otherwise agreed in writing between the parties. The parties shall agree by resolution of their respective governing bodies upon any upgrades to the equipment and when the equipment shall be retired. In the event that the municipalities cannot agree upon the retirement of said equipment once a party requests the same the non-consenting party shall have a period of sixty days from the date that the requesting municipality informs the other of its desire to retire the equipment to purchase the same at a value established by an independent appraiser or otherwise agreed to by the parties. In the event that the parties agree that the equipment should be retired it shall be sold at auction as required by law with the proceeds divided by the municipalities in accordance with their pro-rata share of the initial purchase price. In the event that any municipality deems it to be in their best interest to purchase any equipment on an emergency basis they may do so without notifying the other municipality.

3. Equipment Sharing. The municipalities shall cooperate in the sharing of all jointly purchased equipment. In the event that either municipality

requires the use of any jointly purchased equipment for emergency purposes the other shall defer its use until such time that said emergency is addressed. In all other instances either municipality may request the use of any equipment by giving the other as much notice as possible but not less than 24 hours. Said notice shall be communicated between the respective heads of each department (preferably by verified electronic mail). Each municipality shall keep accurate records of the use of equipment which shall be periodically reviewed by the each municipality. At the conclusion of each year the parties shall meet and discuss each municipality's respective use and shall make any pro-rata adjustment to maintenance costs that the parties may deem advisable. Each municipality shall be solely responsible to provide replacement fuel for any shared equipment and shall deliver the same fully fueled to the other party. Each municipality shall be similarly responsible for the repair of any damage caused by its employees. The parties may also agree to share wholly owned equipment. The terms of sharing any wholly owned equipment shall be set forth by separate resolutions of each governing body and shall be subject to the terms of this agreement.

4. Garage Facilities The parties understand that the Borough of Moonachie intends to build new garage facilities which would be sufficient in size to house the various equipment of each Department of Public Works. Within thirty (30) days of receipt of a temporary or permanent Certificate of Occupancy for said garage facilities the Borough of Moonachie shall offer the Township of South Hackensack the opportunity to house its equipment there. All jointly owned

equipment shall be housed at said garage. Each municipality shall have access to said facility at any time and shall maintain the necessary insurance for their respective use of the same. South Hackensack shall pay to the Borough of Moonachie a sum to be fixed by authorizing resolution of each municipality for annual rent and costs in equal bi-annual payments on or about February 1 and August 1 of each year to house its equipment. Any payments for the first year of use shall be pro-rated. Each year said use fee shall increase in an amount equal to the rate of inflation as established by the federal government and also known as the CPI (Consumer Price Index). Any damage to the garage facility or property not otherwise covered by insurance shall be the responsibility of the municipality whose employees caused said damage. In the event that the parties agree to share garage facilities and authorize the same by resolution of its respective governing bodies its municipal counsel shall prepare and circulate a lease specifying the terms and conditions of said share which shall govern and control.

5. Supervisory Personnel. The Township of South Hackensack has represented that its Superintendent of Public Works will retire effective January 1, 2015. The Borough of Moonachie has represented that its Superintendent of Public Works maintains the necessary licenses as a Certified Public Works Manager. The municipalities agree that the coordination of supervisory authority would be critical to the purchase and sharing of equipment, potential sharing of garaging facilities and labor and would ensure the most effective and efficient delivery of said service. The Borough of Moonachie agrees

that it shall cooperate with the Township of South Hackensack to share the services of its Department of Public Works Superintendent to act as a joint supervisor of both Departments of Public Works. The Township of South Hackensack shall pay a sum of \$52,000.00 per years for said individual's salary, benefits and taxes and a pro-rata percentage increase of any raise or cost associated with said employee's services. Both municipalities shall have the authority to summon said superintendent to its meetings and to require of said individual the work necessary to discharge the legal duties of said position. Notwithstanding the same said Superintendent shall be considered an employee of the Borough of Moonachie and shall be subject to the policies and direction of said municipality. The implementation of this clause shall be strictly conditioned upon the municipalities and the Superintendent agreeing to a contract for the delivery of said service if so required by the terms of Agreement between the Superintendent and the Borough of Moonachie. The Superintendent shall dedicate such time to each municipality as she determines is necessary to ensure the efficient delivery of service. Notwithstanding the same the Superintendent shall personally be within the Township of South Hackensack at least twice weekly to inspect all assigned tasks, coordinate manpower and address administrative issues for such time that is necessary to accomplish the same.

- (a) Foreman In order to ensure the efficient coordination of supervisory authority the Township of South Hackensack shall post for the position of foreman and appoint a foreman of the

South Hackensack Department of Public Works. Said posting shall occur no later than January 10, 2015. The Superintendent shall review the work efforts of the applicants and provide a report/recommendation regarding the filling of said position within 120 days of posting. The foreman shall act as a liason between the Joint Superintendent of Public Works and the South Hackensack Department of Public Works labor force to ensure the effective discharge of all assignments. The duties of foreman shall be considered supervisory duties and shall be in addition to those of a laborer. Said foreman shall be selected in the sole discretion of the Township of South Hackensack and shall receive compensation set by the South Hackensack and paid exclusively by it. Said foreman shall take direction from the Joint Superintendent of Public Works. Each municipality agrees to prepare any ordinances necessary to permit the existence of said positions.

6. Disputes. It is understood and agreed that should any dispute arise with respect to this agreement the parties agree to submit the same to arbitration in accordance with the rules of the American Arbitration Association and the procedures set forth in paragraph 9 below.

7. Governing Law. This Agreement shall be construed in accordance with the internal laws, but not the laws of conflicts or principles thereunder, of the State of New Jersey.

8. Arbitration.

(a) In the event the municipalities are unable to resolve their differences within 30 business days after a notice of claim has been given, the dispute shall be submitted to binding arbitration in New Jersey. The parties shall agree upon an arbitrator who shall be a former Superior or Appellate court judge of the State of New Jersey and who shall have complete discretion relative to the time and manner of the proceedings. In the event that the parties cannot agree upon an arbitrator they agree to request that the Assignment Judge of Bergen County appoint the same.

(b) The Arbitrator shall not be bound by the rules of evidence or civil procedure, but rather may consider such writings or oral presentations as reasonable businessmen would use in the conduct of their day-to-day affairs, and may require the parties to submit some or all of their presentation orally or in written form as the Arbitrator may deem appropriate. It is the intention of the parties to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing to the parties on the matters submitted to arbitration, and to provide neither party more than one complete business day to present its position. The parties have included the foregoing provisions limiting the scope and extent of the arbitration with the intention of providing for prompt, economic, and fair determination of the claim.

(c) The Arbitrator shall have the discretion to award the costs of arbitration, arbitrators' fees and the respective attorneys' fees of each party between the parties as they see fit.

9. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given upon receipt if it is sent by reputable express courier, or via hand delivery and addressed or otherwise sent to the intended recipient as set forth below:

If to the Township of South Hackensack:

c/o Donna L. Gambutti, RMC

227 Phillips Avenue

South Hackensack, New Jersey 07606

If to the Borough of Moonachie:

Supriya Sanyal, RMC

Borough Clerk

70 Moonachie Road

Moonachie, New Jersey 07074

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, messenger service, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address or facsimile number to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in

the manner set forth.

10. Entire Agreement and Modification This Agreement constitutes the entire Agreement between the parties. Any modification of this agreement shall be in writing and approved by appropriate resolution of each governing body.

IN WITNESS WHEREOF, the Parties hereto have signed or caused this Agreement to be signed by their duly authorized Officer or representative as of the date first above written.

ATTEST

TOWNSHIP OF SOUTH HACKENSACK

By: 

By: 

DONNA L. GAMBUTTI, CLERK

WILLIAM REGAN, MAYOR

DATE: 10/2/2014

ATTEST:

BOROUGH OF MOONACHIE

By: 

By: 

SUPRIYA SANYAL, CLERK

DENNIS VACCARO, MAYOR

DATE: 09/25/2014

County Of Bergen
Township Of South Hackensack

RESOLUTION NO. 2014-164

AUTHORIZING THE EXECUTION OF A CERTAIN INTERLOCAL SERVICE
AGREEMENT WITH THE BOROUGH OF MOONACHIE

WHEREAS, the Township of South Hackensack (Township) and the Borough of Moonachie (Moonachie) recognize that the efficient and cost effective delivery of governmental services is in the best interest of its citizens; and

WHEREAS, South Hackensack and Moonachie have engaged in significant discussions regarding the sharing of certain equipment purchases and personnel in its respective Departments of Public Works; and

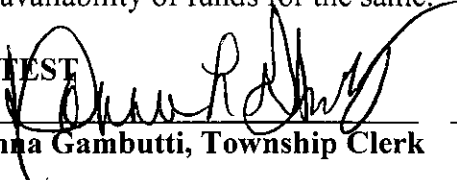
WHEREAS, South Hackensack and Moonachie have determined that the aforesaid sharing arrangements would result in significant financial savings to both communities while preserving the efficient delivery of public works services; and

WHEREAS, as a result of the aforesaid South Hackensack and Moonachie have negotiated an Interlocal Services Agreement which is attached hereto and made a part hereof this resolution.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of South Hackensack that the Mayor and Township Clerk are hereby authorized to execute the aforesaid Interlocal Service Agreement in the form and substance attached hereto for a period commencing as of January 1, 2015 and ending on December 31, 2017.

BE IT FURTHER RESOLVED, that the Township Committee hereby approves the immediate purchase of certain Department of Public Works equipment and sharing of the costs of the same in accordance with the aforementioned Interlocal Services Agreement upon presentation of said costs and certification by the Chief Financial Officer regarding the availability of funds for the same.

ATTEST



Donna Gambutti, Township Clerk



William Regan, Mayor

Motion: Brugger

Second: Eckel

Roll Call Vote: Brugger, Cagas, Eckel, Regan & Stefano

October 2, 2014

BOROUGH OF MOONACHIE
BERGEN COUNTY, NEW JERSEY

RESOLUTION #14-252

WHEREAS, N.J.S. A. 40A:65 -1 et seq. authorizes local units of government to enter into contract with other local units of government for the provision of services; and

WHEREAS, it is in the best interest of the Borough of Moonachie and the Township of South Hackensack to enter into an Inter-Local Shared Service Agreement to provide various Service, equipment and purchase of equipment by and among their respective Departments of Public Works; and

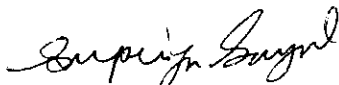
WHEREAS, the cooperation between the Borough of Moonachie and the Township of South Hackensack may yield certain economic benefits and efficiencies to the residents of both municipalities in the joint purchases, pooling of resources and services; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council as follows

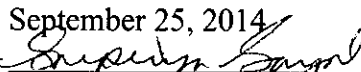
1. That it does hereby authorize and approve a three (3) years Inter-Local Shared Service Agreement between the Borough of Moonachie and the Township of South Hackensack, for various Service, equipment and purchase of equipment by and among their respective Department of Public Works, which shall commence January 1, 2015 to December 31, 2017.
2. The said agreement is on file in the office of the Borough Clerk and shall be available for inspection during the regular business hours thereof.

3. The Mayor and the Borough Clerk are hereby authorized and directed to execute the Inter-Local Shared Service Agreement following legal review.

DENNIS VACCARO
MAYOR

ATTEST: 
Supriya Sanyal
Borough Clerk

DATED: September 25, 2014
Certified to be a true copy of Resolution
passed at the Regular Meeting of
the Mayor and Council held on
September 25, 2014


Supriya Sanyal, Borough Clerk