

GEORGE D. FOSDICK
Mayor

JOHN H. ANLIAN
THERESA A. KOHLES
ADAM A. MAC NEILL
HUGO R. POLI
Commissioners

TARA S. O'GRADY
Village Clerk

Village of Ridgefield Park



Board of Commissioners

234 Main Street
Ridgefield Park, NJ 07660-2500

(201) 641-4950

Fax (201) 641-1248

www.ridgefieldpark.org

NOV 15 2018

November 8, 2018

Department of Community Affairs
Division of Local Government Services
101 South Broad Street
P.O. Box 800
Trenton, NJ 07625-0800

Dear Sir(s):

Enclosed, please find copies of Shared Services Agreements for the Village of Ridgefield Park.

Sincerely,

A handwritten signature in blue ink that reads "Tara O'Grady".

Tara O'Grady
Village Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

VILLAGE OF RIDGEFIELD PARK

TO:

**AID IN ADMINISTRATION OF LIVE AUCTION OF
MUNICIPALITY'S VEHICLES IN CONJUNCTION
WITH AUCTION OF COUNTY'S VEHICLES**

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF MECHANICAL SERVICES**

Approved by Bergen County Resolution No. 931-18
Approved by Village of Ridgefield Park Resolution No. 2018-092

DATE: September 25, 2018

PREPARED BY:

**BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950**

SHARED SERVICES AGREEMENT – AUCTION

THIS AGREEMENT made this **25th** day of **September 2018**, by and between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as “**COUNTY**,” and

VILLAGE OF RIDGEFIELD PARK, a body politic and corporate of the State of New Jersey, with administrative offices located at 234 Main Street, Ridgefield Park, NJ 07660 hereinafter referred to as “**MUNICIPALITY**.”

WITNESSETH:

WHEREAS, by Resolution No. 915-17, dated October 3, 2017, the County of Bergen awarded a contract to MSN Services LLC, d.b.a. A.J. Willner Auctions (“Auctioneer”) to conduct live auctions of surplus county vehicles and equipment; and

WHEREAS, pursuant to N.J.S.A. 40A:11-11, and the County’s cooperative pricing system, New Jersey Purchasing Alliance #CK04-Bergen, contract number #RFP-17-011, **MUNICIPALITY** may contract with Auctioneer for the auction of **MUNICIPALITY**’s vehicles and equipment under the same terms as available to the **COUNTY**; and

WHEREAS, **MUNICIPALITY** has awarded a contract to Auctioneer to conduct the auction of certain identified surplus vehicles owned by **MUNICIPALITY**; and

WHEREAS, **COUNTY** has scheduled an auction of surplus **COUNTY** vehicles for October 18, 2018, or such other date to which the auction may be adjourned; and

WHEREAS, **MUNICIPALITY** wishes to have the Auctioneer conduct the auction of **MUNICIPALITY**’s vehicles in conjunction with the auction of the **COUNTY**’s vehicles; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property tax payers; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the **COUNTY** and **MUNICIPALITY** have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits,

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, **COUNTY** and **MUNICIPALITY** agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. DEFINITIONS.

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

- A. “Effective Date” means the date identified in this Agreement, which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by COUNTY and MUNICIPALITY authorizing entry into this Agreement.
- B. “Law” means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.
- C. “Shared Services Agreement” means this Agreement and document(s) executed herein by and between the County and the MUNICIPALITY as provided under N.J.S.A. 40A:65-1 et seq.

II. TERM.

- A. The term of this Agreement shall commence on the Effective Date, and shall continue until the auction contemplated in this Agreement, currently scheduled for October 18, 2018 (or as may be adjourned), is held or cancelled, unless terminated sooner as provided in this agreement. Notwithstanding the foregoing, the terms of this Agreement shall become binding upon MUNICIPALITY upon MUNICIPALITY’s execution of the Agreement.

III. METHOD OF OPERATION.

- A. MUNICIPALITY shall, not later than eighteen (18) days prior to the auction, contract with the Auctioneer to sell MUNICIPALITY’s vehicles.
- B. Not later than eighteen (18) days prior to the auction, MUNICIPALITY shall provide COUNTY with a list of the vehicles to be auctioned, together with the following information for each vehicle:
 - a. Year, Make, model, and vehicle identification number;
 - b. Mileage;
 - c. Minimum bid price (reserve), if any;
 - d. Any other information required by the Auctioneer to conduct the auction for the vehicle;

- C. MUNICIPALITY will deliver its vehicles to the lot where the COUNTY intends to hold the auction not later than eighteen (18) days prior to the auction. If the vehicle remains unsold at the close of the auction, MUNICIPALITY agrees to retrieve the vehicle from the COUNTY's lot within fourteen (14) days of the close of the auction.
- D. If and only if MUNICIPALITY provides the information set forth in III.B., supra, by October 1, 2018, the COUNTY shall be responsible for publishing notice of the auction in accordance with N.J.S.A. 40A:1-36.
- E. The Auctioneer shall conduct the auction, and collect all revenues from the successful bidders. The Auctioneer will then tender the purchase price of all the vehicles sold, minus the Auctioneer's commission of 9.45%, to the County as a lump sum. The COUNTY shall then tender to MUNICIPALITY a sum equal to the purchase price of MUNICIPALITY's vehicles sold at the auction, minus the Auctioneer's commission.
- F. COUNTY shall have no liability to MUNICIPALITY for failure to remit purchase moneys to MUNICIPALITY if such failure results from failure of the winning bidder to remit payment to the Auctioneer or failure of the Auctioneer to remit payment to the COUNTY. MUNICIPALITY recognizes that the moneys from the auction will be comingled with those of the COUNTY and other local units selling their vehicles at the auction. Should the Auctioneer fail to tender the full amount due to the COUNTY, the COUNTY may remit payment to MUNICIPALITY pro rata with the other local units. The COUNTY may then seek recovery from the Auctioneer, and will share any recovery pro rata with MUNICIPALITY and the other local units.

IV. DISPUTE RESOLUTION.

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or ongoing relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

- D. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

V. DEFENSE, INDEMNIFICATION, AND RELEASE.

- A. The parties recognize that the provisions of the New Jersey Tort Claims Act govern their liability.
- G. Notwithstanding the foregoing, MUNICIPALITY understands that the COUNTY is assisting MUNICIPALITY with the hosting and administration of the auction without charge to the MUNICIPALITY. The COUNTY will exercise reasonable care to ensure the security and integrity of MUNICIPALITY's vehicles while stored on the COUNTY's lot. However, the COUNTY will not be liable for any losses or damages to MUNICIPALITY's vehicles arising from their presence on the COUNTY's lot, unless such damage or loss is the result of the active negligence of the COUNTY or its employees (e.g. a COUNTY employee negligently crashes into MUNICIPALITY's parked vehicle). MUNICIPALITY releases and holds the COUNTY harmless from any liability arising from any act of God or the negligence or willful act of any third party, including, but not limited to theft, vandalism, arson, or collision, or other casualty, or any claim that such loss resulted from insufficient security of the lot.
- B. MUNICIPALITY agrees to defend, indemnify, and hold harmless the COUNTY, including its officers, and employees ("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 the presence of MUNICIPALITY's vehicles on the COUNTY's lot, including any damage or injury resulting from a defect of MUNICIPALITY's vehicle, an accident involving MUNICIPALITY's vehicle, or casualty befalling MUNICIPALITY's vehicle, unless such loss or damage resulted from the ~~sole~~ negligence of the COUNTY or its employee.

VI. EMPLOYMENT RECONCILIATION.

- A. MUNICIPALITY has represented that it is not currently providing the services set forth in this Agreement using public employees, and no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.

B. No employees are intended to be transferred from MUNICIPALITY to COUNTY pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from MUNICIPALITY to COUNTY by virtue of this Agreement. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be MUNICIPALITY's responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with MUNICIPALITY in the preparation and filing of the plan.

VII. NOTICES.

All notices, demand, consents, approvals, 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
MUNICIPALITY: Village of Ridgfield Park
234 Main Street
Ridgfield Park, NJ 07660

If to
COUNTY: Director, Division of Shared Services
Bergen County Department of Public Works
One Bergen County Plaza, 4th Floor
Hackensack, NJ 07601

With a copy to:

Bergen County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

VIII. TERMINATION.

- A. Notwithstanding any other term in this Agreement, COUNTY and MUNICIPALITY retain the right, in their sole discretion, to terminate this agreement at any time on thirty days' notice, without further liability to the other, except as set forth herein.
- B. The defense, indemnification and hold harmless obligations set forth above shall survive termination of this Agreement.

IX. MISCELLANEOUS.

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/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.
- E. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- F. 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.
- G. Modification. This agreement may not be modified except in a writing executed by all Parties.

- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting party.
- I. 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.
- J. Relationship of the Parties. Except 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.
- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- L. 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.
- M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

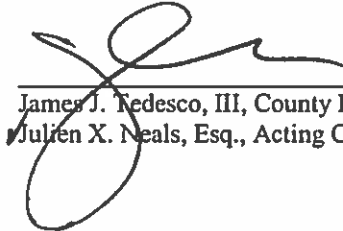
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

Helene Tymuski

COUNTY OF BERGEN

By:

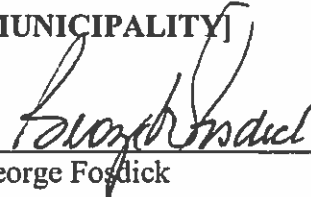

James J. Tedesco, III, County Executive, or
Julien X. Neals, Esq., Acting County Administrator

ATTEST:

Lara O'Grady

[MUNICIPALITY]

By:


Printed: George Fosdick
Title: Mayor

VILLAGE OF RIDGEFIELD PARK, N.J.

Resolution No. 2018-092

Made by Commissioner MacNeill Seconded by Commissioner Anlian

That the following Resolution be adopted:

Resolved by the Board of Commissioners of the Village of Ridgefield Park

WHEREAS, the Village of Ridgefield Park currently owns (three) Ford Crown Victoria 4 door vehicles, a 2009 vehicle bearing manufacturer Vin# 2FAHP71V19X116913 with 90,010 miles, a 2010 vehicle bearing manufacturer Vin# 2FABP7BV3AX106313 with 84,019 miles and a 2010 vehicle bearing manufacturer Vin# 2FABP7BV5AX106314 with 87,688 miles and which had been used by the Police Department and have a value generally of less than Two Thousand and 00/100 (\$2,000.00) Dollars each: and

WHEREAS, said vehicles are surplus vehicles and are no longer needed by the Police Department or any other department in the Village of Ridgefield Park: and

WHEREAS, the Village of Ridgefield Park finds it is necessary to dispose of said vehicles at public auction in accordance with N.J.S.A. 40A:11-36:

WHEREAS, the Village of Ridgefield Park is a member of the Bergen County Cooperative Pricing System #11BECCP, established pursuant to N.J.S.A. 40A:11-11; and

WHEREAS, the County of Bergen has scheduled an auction on October 18, 2018 with a vendor that will keep a 9.45% commission; and

WHEREAS, it is the best interest of the Village of Ridgefield Park to have the municipality's property listed and offered for sale in the same auction as the County of Bergen's surplus property; and

WHEREAS, the Village of Ridgefield Park seeks to utilize the services of MSN Services LLC of 39 Robinson Rd, Lodi, NJ 07644, to have municipality's surplus property offered for sale in the same auction as the County of Bergen's surplus property; and

WHEREAS, in authorizing the auction of said property in conjunction with the County of Bergen, the municipality recognizes that it is separately contracting with MSN Services LLC, and shall hold harmless and indemnify the County of Bergen for any liability that may result from said auction; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Commissioners of the Village of Ridgefield Park that it hereby authorizes the sale of surplus personal property indicated above no longer needed for public use through the New Jersey Purchasing Alliance #CK04 contract number RFP-17-011; awarding a contract to MSN Services LLC, D.B.A. (A.J. Willner Auctions) to conduct the auction, and authorizing a shared services agreement with the County of Bergen to host the auction and collect the funds from the auction, scheduled for Thursday, October 18, 2018.

BE IT FURTHER RESOLVED that the surplus vehicles be sold in "as is" condition and that the Village makes no representations of warranties as to the condition of the vehicles.

VILLAGE OF RIDGEFIELD PARK, N.J.

Resolution No. 2018-092

Motion by Commissioner MacNeill Seconded by Commissioner Anlian

That the following Resolution be adopted:

Resolved by the Board of Commissioners of the Village of Ridgefield Park

BE IT FURTHER RESOLVED that the Purchasing Agent and all other necessary officials and employees be authorized and directed to take such further actions and sign such documents as are necessary to effectuate the purpose of this resolution.

BE IT FURTHER RESOLVED that certified copies of this resolution is forwarded to MSN Services LLC and the County of Bergen, c/o Purchasing Agent, One Bergen County Plaza, Hackensack, NJ 07601.

Summary:

Vendor: MSN Services LLC.
New Jersey Purchasing Alliance #CK04 contract # RFP-17-011
Brief Description: Auctioneer Services
Terms: Vendor to receive commission of 9.45% of proceeds

Page 2 of 2

On roll call Commissioners Anlian, Kohles, MacNeill, Poli and Mayor Fosdick Voted "Yea"

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the Board of Commissioners of the Village of Ridgefield Park, New Jersey on

Passed September 25, 2018

Tara O'Grady
Attest: Tara O'Grady Village Clerk

Tara O'Grady
Village Clerk

[Signature]
Commissioner
[Signature]
Commissioner
[Signature]
Commissioner
[Signature]
Commissioner
[Signature]
Mayor



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ
07601

Certified Copy

Resolution: 931-18

Agenda: September 26, 2018

Sponsored by Body as a whole

seconded by _____, and

approved by the following vote:

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Amoroso	x			
Ganz	x			
Ortiz	x			
Tanelli	x			
Voss	x			
Zur	x			
Chairman Sullivan	x			
TOTALS	7	-----	-----	-----

I, Lara Rodriguez, Clerk, Board of Chosen Freeholders, certify that this is a true copy of Resolution No. 931-18, passed by the BOARD OF CHOSEN FREEHOLDERS on the above date.

Attest:

Lara Rodriguez

9/26/18

Date Certified



COUNTY OF BERGEN

ONE BERGEN COUNTY
PLAZA
HACKENSACK, NJ
07601

Certified Copy

Resolution: 931-18

File Number: 931-18

Public Works/ Division of Mechanical Services

Meeting Date: 9/26/2018

Purpose: Authorize shared services agreement for the County to aid in the administration of a live auction of municipalities' surplus vehicles

Prepared By: DEZ

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION

WHEREAS, in accordance with the County Executive's shared services initiative, the County seeks to make its services and facilities available to the local units within Bergen County to save the taxpayers money; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by the taxpayers; and

WHEREAS, by Resolution No. 915-17, dated October 3, 2017, the County of Bergen awarded a contract to MSN Services LLC, d.b.a. A.J. Willner Auctions ("Auctioneer") to conduct live auctions of surplus County vehicles and equipment; and

WHEREAS, pursuant to N.J.S.A. 40A:11-11, and the County's cooperative pricing system, New Jersey Purchasing Alliance #CK04-Bergen, contract number #RFP-17-011, the municipalities within Bergen County may contract with Auctioneer for the auction of MUNICIPALITY's vehicles and equipment under the same terms as available to the COUNTY; and

WHEREAS, the County has scheduled a live auction of surplus County vehicles for October 18, 2018, or such other date to which the auction may be adjourned; and

WHEREAS, several municipalities have requested that their surplus vehicles be sold at the same live auction to draw more participants to the auction and produce more revenue for all of the participants; and

WHEREAS, the County has offered to facilitate the sale of the municipalities' vehicles at the County's auction, and to aid in the administration of the auction, including hosting of the auction, storing the

vehicles prior to the auction, and collecting and disbursing the funds received from the bidders after the auction, all at no cost to the municipalities; and

WHEREAS, County Counsel has prepared a form of agreement, for the County to "AID IN ADMINISTRATION OF LIVE AUCTION OF MUNICIPALITY'S VEHICLES IN CONJUNCTION WITH AUCTION OF COUNTY'S VEHICLES" (the "Shared Services Agreement"), a copy of which is annexed hereto; and

WHEREAS, in accordance with *N.J.S.A. 40:41A-36(i)*, Bergen County Executive James J. Tedesco, III, has presented the Shared Services Agreement to the Board of Chosen Freeholders for its review and approval,

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders, upon the recommendation of Raymond W. Dressler, Director of the Department of Public Works, as follows:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby agrees to the terms of the Shared Services Agreement annexed hereto.
3. The County Executive or his designee is hereby authorized to execute the Shared Services Agreement with any of the local units in Bergen County wishing to have their vehicles sold at the auction, in substantially the form annexed hereto, together with any other documents necessary to effectuate the intent and purpose of the Shared Services Agreement in forms approved by County Counsel.

I, Lara Rodriguez, certify that this is a true copy of Resolution No. 931-18, passed by the BOARD OF CHOSEN FREEHOLDERS on 9/26/2018.

Attest: Lara Rodriguez

9/26/18
Date Certified