

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: North Bergen Public Library COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Qualified Purchasing Agent Services

EFFECTIVE DATE: October 1, 2016

EXPIRATION DATE: September 30, 2017

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.

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
FOR QUALIFIED PURCHASING AGENT SERVICES**

WHEREAS, the Township of North Bergen ("Township") and the North Bergen Library Board (the "Board") (collectively the "Parties") wish to enter into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-4, et seq., to provide for the sharing of qualified purchasing agent ("QPA") and related purchasing services; and

WHEREAS, a proposed Shared Services Agreement, dated October 1, 2016, ("Agreement"), is on file in the Township Clerk's office; and

WHEREAS, the Agreement provides that the Board will pay the Township \$12,000 per year for the shared services, and

WHEREAS, the term of the Agreement is for one (1) year, from October 1, 2016, to September 30, 2017, and the term may be renewed automatically for up to three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Agreement is hereby approved with such changes as the Township Administrator, Township Attorney, and Purchasing Agent deem necessary to effectuate the purposes and terms of this Resolution.
3. The Mayor, Township Administrator, Chief Financial Officer, Township Attorney, Township Clerk, Purchasing Agent, and any other necessary official, officer or employee of the Township be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete the realize the intent and purpose of this Resolution, including execution of the Agreement.

BE IT FURTHER RESOLVED that a certified copy of this resolution be

forwarded to:

1. Christopher Pianese, Township Administrator
2. North Bergen Library Board
3. Purchasing Department

Dated: September 28, 2016

	YES	NO	NOT VOTING
Cabrera	↓		
Marengo	↓		
Gargiulo	↓		
Pascual	↓		
Sacco (President)			

I HEREBY CERTIFY the foregoing to be a True and Correct copy of Resolution passed and adopted by the Board of Commissioners of the Township of North Bergen in the County of Hudson, in the State of New Jersey, at a meeting held on the above date.

John Swallas
Township Clerk

**SHARED SERVICES AGREEMENT
FOR QUALIFIED PURCHASING AGENT AND RELATED SERVICES**

This Agreement is made and dated as of 1st day of October, 2016, by and between the Township of North Bergen ("Township") and the North Bergen Library Board (the "Board") (collectively the "Parties").

In consideration of the mutual covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background.** The Township employs a Qualified Purchasing Agent, ("QPA"), qualified pursuant to N.J.S.A. 40A:11-9. The Parties wish to enter into a Shared Services Agreement, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., enabling the Township and the Board to share the services of the Township's QPA, and enabling the Township to provide related purchasing services for the Board.

2. **Scope of Services.** The Township agrees to provide the services of its QPA on an as needed basis to the Board so that the Township QPA can also be designated as the QPA for the Board. The Township will provide such other related purchasing services on an as needed basis. The Township services shall include the following:

- a. The Township QPA reviewing the Board's purchasing procedures and implementing any changes necessary under the Local Public Contracts Law and regulations;
- b. The Township QPA overseeing the preparation of all Board purchasing documentation, including but not limited to bidding documents and purchase orders;
- c. The Township QPA preparing standard bid documents, requests for quotations and requests for qualifications for the Board;
- d. The Township QPA publishing bid notices, and circulating/posting requests for proposals and requests for qualifications;
- e. The Township QPA receiving bid documents, request for qualifications responses and quotes, and recommending vendors based on same;
- f. The Township QPA awarding contracts pursuant to N.J.S.A. 40A:11-3 where the amount does not exceed the applicable bidding threshold; and
- g. The Township QPA overseeing the publications of any necessary notices of contract awards.

The Board shall provide all necessary legal, architectural and engineering services required for bidding and purchasing. The Board shall also reimburse the Township for any out-of-pocket expenses incurred by the Township (such as for publication of bid notices).

3. **Term.** This Agreement shall be effective October 1, 2016, and shall continue until September 30, 2017. This Agreement shall automatically renew annually for up to a maximum period of three (3) years.

4. **Compensation.** The Board shall pay the Township \$12,000 per year. Said amount shall be made in quarterly payments of \$3,000, being due November 30th, February 28th, May 31st, and August 31st. The Board shall pay for any out-of-pocket expenses incurred by the Township within forty-five (45) days after receipt of an invoice from the Township for said expenses.

5. **Level of Service.** The Township will provide all services in a professional and diligent manner.

6. **Contact Person.** Each of the Parties agree to appoint a person to act as a liaison to serve as the contact person between the Parties.

7. **Termination.** Either Party may terminate this Agreement at any time with or without cause (and no cause need be stated) by giving forty-five (45) days written notice to the other Party. Payment required under paragraph 4, or the prorated portion thereof, shall be paid through the date of termination.

8. **Indemnification.** The Board will defend and indemnify the Township and hold it, its officials, officers, agents, representatives and employees harmless from any and all losses, claims liabilities or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the performance, or lack thereof, of the Board's obligations under this Agreement.

The Township will defend and indemnify the Board and hold it, its officials, officers, agents, representatives and employees, harmless from any and all losses, claims, liabilities or damages of any kind, including attorney's fees and costs, for personal injury or damage to property or other liabilities of any kind resulting from, or arising out of, the performance, or lack thereof, of the Township's obligations under this Agreement.

9. **Insurance.** During the term of this Agreement, all Parties will keep in force, at its costs and expense, public liability insurance, including contractual liability, in minimum limits of \$1,000,000.00 on account of bodily injuries or death and property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other Party.

10. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit the matter for litigation. Rather, the Parties agree:

a. The Contact Person for each involved Party shall attempt to resolve the dispute, and if that is unsuccessful;

b. The Township CFO and one Commissioner and the Board CFO and one Board Member shall attempt to resolve the dispute, and if that is unsuccessful;

c. The Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator shall be binding and final.

d. By agreeing to arbitration, the Parties agree to waive their right to a trial by jury to resolve disputes that may arise concerning the terms and conditions of this Agreement.

11. **Authorization.** Each Party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

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

13. **No Assignments.** This Agreement may not be assigned without the written consent of all Parties.

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

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


16. **Notice.** Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Township of North Bergen
4233 Kennedy Blvd.
North Bergen, New Jersey 07047
Att: Township Administrator

North Bergen Library Board
8411 Bergenline Avenue
Att: Executive Director.

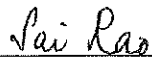
17. **Execution in Counterparts.** This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

TOWNSHIP OF NORTH BERGEN



Christopher Piarlese, Township Administrator

NORTH BERGEN FREE PUBLIC LIBRARY



Sai Rao, Executive Director