

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: County of Hudson COUNTY: Hudson

RECIPIENT: Township of North Bergen COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

County Repaving a portion of Park Avenue, a Township public roadway

EFFECTIVE DATE: March 23, 2016

EXPIRATION DATE: Est: 12/31/16

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](mailto: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 EXECUTION OF A  
SHARED SERVICES AGREEMENT WITH THE  
COUNTY OF HUDSON FOR THE CONSTRUCTION  
REPAVING PROJECT OF A PORTION OF PARK  
AVENUE**

**WHEREAS**, the Township of North Bergen (the "Township"), having administration offices at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047, is desirous of entering into a Shared Services Agreement (the "Agreement") with the County of Hudson (the "County"), with offices located at 567 Pavonia, Jersey City, New Jersey 07306, which will include the repaving a portion of Park Avenue, a Township public roadway; and

**WHEREAS**, the County will be conducting a large repaving project (the "Project") in the Township of North Bergen and has offered to repave a portion of Park Avenue;

**WHEREAS**, the County's Project, will include, but not be limited to, the milling and paving of Park Avenue from 71<sup>st</sup> Street to 79<sup>th</sup> Street, the repaving of a portion of 74<sup>th</sup> Street and the upgrading of intersections to be compliance with the Americans with Disability Act ("ADA"), 42 U.S.C. § 12101 et seq.; and

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., the Township may enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the proper purposes of any of the participating local units;

**WHEREAS**, the County and the Township hereby desire to enter into the Agreement pursuant to which both parties shall undertake and perform certain services related to the Project including the sharing of costs related to the Project; and

**WHEREAS**, among the services to be shared, the County will advertise, award and manage the construction project and the Township will prepare plans, specifications and construction cost estimates in accordance with the New Jersey Department of Transportation ("NJDOT") and Hudson County requirements; and

**WHEREAS**, pursuant to governing legal authority and any traffic safety plan for the Project, the Township agrees to pay all costs for off-duty police personnel needed; and

**WHEREAS**, the Township shall be responsible for paying all the costs of the Project as it relates to 74<sup>th</sup> Street; and

**WHEREAS**, the parties agree to share all other costs of the Project equally; and

**WHEREAS**, the Project shall be funded by NJDOT County funds, and, therefore, the County, as administrator for the contract of the Project, will pay the costs of the project with the Township reimbursing the County for fifty (50%) of the final total project costs; and

**WHEREAS**, the estimated total cost for the Project, for purposes of soliciting bids in accordance with New Jersey law, have been prepared by the Township's Engineer and on file in his office; and

**WHEREAS**, it is in the Township's best interests to enter into the Agreement with the County for the repaving of the municipal public roadways; and

**WHEREAS**, a copy of the proposed Agreement is on file with the Township Clerk's office.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Township of North Bergen, that the above-referenced Agreement is hereby approved, with such changes as the Township Administrator, Special Counsel, and the Township Engineer determine to be necessary to effectuate the purposes of this Resolution; and

**BE IT FURTHER RESOLVED** the Mayor, Township Administrator, Chief Financial Officer, Special Counsel, Township Clerk, Township Purchasing Agent, Township Engineer 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 and realize the intent and purpose of this Resolution, including, but not limited to, the execution of the final Agreement; and

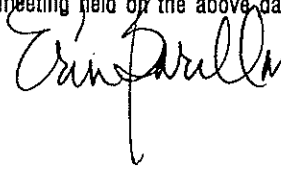
BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to:

1. Susan McCurrie, Esq., Assistant County Counsel, c/o County of Hudson

Date: February 10, 2016

	YES	NO	NOT VOTING
Cabrera	✓		
Marengo	✓		
Gargiulo	Absent		
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.

 Township Clerk

**SHARED SERVICES AGREEMENT COUNTY OF HUDSON AND NORTH BERGEN FOR  
THE CONSTRUCTION REPAVING PROJECT OF A PORTION OF PARK AVENUE**

**THIS AGREEMENT** (the "Agreement") dated this 23rd date of March February 2016, by and between the County of Hudson, a body corporate and public of the State of New Jersey (the "County" and together with the Township, the "Parties") with offices at 567 Pavonia Avenue, Jersey City, New Jersey, 07306 and the Township of North Bergen, (the "Township") having offices at 4233 Kennedy Boulevard, North Bergen, New Jersey, 07047.

**WHEREAS**, Park Avenue in the Township is a municipal public roadway; and

**WHEREAS**, as part of the traffic safety plan for the County project known as the 76<sup>th</sup> Street Concrete Arch Replacement Project, Park Avenue was a detour route for traffic impacting the municipal roadway; and

**WHEREAS**, the County now intends to commence a construction repaving project which will include, but not be limited to, the milling and paving of Park Avenue from 71<sup>st</sup> Street to 79<sup>th</sup> Street, repaving a portion of 74<sup>th</sup> Street and the upgrading of intersections to be ADA ("Americans with Disability Act") handicapped compliant; and

**WHEREAS**, the County and the Township hereby desire to enter into a shared services agreement pursuant to which both Parties shall undertake and perform certain services related to the construction project including the sharing of costs related to the project; and

**WHEREAS**, among the services to be shared, the County will advertise, award and manage the construction project and the Township will prepare plans, specifications and construction costs estimates in accordance with New Jersey Department of Transportation ("NJDOT") and Hudson County requirements; and

**WHEREAS**, the Township and the County acknowledge that it would be to their mutual benefit to cooperate for the construction repaving project and in the execution of this Shared Services Agreement; and

**WHEREAS**, pursuant to the *Uniformed Shared Services and Consolidation Act, N.J.S.A. 40a:65-1 et seq.*, (the Shared Services Act"), any local unit may enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or received within its own jurisdiction, including services incidental to the property purposed of any of the participating local units; and

**NOW, THEREFORE**, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

**A. TERM**

The term of this Agreement shall be in effect until the project is completed and closed out.

**B. SCOPE OF COUNTY SERVICES**

The County agrees to undertake and perform the advertisement, award and management of the construction repaving project.

**C. SCOPE OF TOWNSHIP SERVICES**

The Township agrees to undertake and perform the preparation of the planning, specifications and construction costs estimates in accordance with the NJDOT and County requirements.

**D. COSTS OF PROJECT**

1. Pursuant to local and state law and any traffic safety plan for the project, the Township agrees to pay all costs for off-duty police personnel. Off-duty police personnel shall include not only municipal police, but also officers from the county sheriff's department, if necessary pursuant to the project's traffic safety plan.

2. The Township agrees to pay the all costs of the construction repaving project as it relates to 74<sup>th</sup> Street. The details of the work and an estimate of the costs are specified in Boswell McClave Engineering, the Township Engineer's estimate of the project attached hereto as "Schedule A" under the heading "alternate bid". The Engineer's estimate may be modified or reduced at the time of the receipt of bids and during the construction project. In any event, however, the Township shall be responsible to pay all costs of the construction repaving project as it relates to 74<sup>th</sup> Street.

3. All other costs of the project, the Parties agree to share equally, the Township agreeing to pay fifty (50%) percent of the final total costs. It is acknowledged by the Parties that this project is funded by NJDOT County funds. Therefore, the County as administrator for the contract of the construction project agrees to pay the costs of the project with the Township reimbursing the County for fifty (50%) of the final total project costs. The County will invoice by voucher the Township for their share of the construction project on an ongoing basis. The Township shall promptly pay said invoices on receipt of same.

**E. PROJECT ESTIMATE OF COSTS AND SERVICES**

It is acknowledged by and between the parties that at the time of this agreement the bids for the construction repaving project have yet to be received by the County. Therefore, attached to this agreement is the Township Engineer's estimate of the cost of the project for the purposes of soliciting bids pursuant to New Jersey law (attached as "Schedule A"). Pursuant to this estimate the total amount of the project costs which are subject to the fifty percent share (50%) is \$435,000.00. The Engineer's estimate may be modified or reduced at the time of the receipt of bids and during the construction project. Therefore, the Township will be subject to reimbursement of fifty (50%) percent of the final total project costs.

**F. COMPLIANCE WITH LAWS AND REGULATIONS**

County and Township agree that each party will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this agreement.

**G. INSURANCE**

The awarded bidder shall be responsible to provide insurance as per the requirement of the bid documents. Both the County and Township shall be listed as additional insureds.

**H. REMEDIES**

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. The dispute will be presented to the Board of Chosen Freeholders for both County and Township and good faith attempts at resolution will include discussions between the two Parties or their attorneys, without the intervention of a third party.

1. If the dispute cannot be settled through direct discussions, the Parties agree to endeavor to next to settle the dispute by mediation administered by the State of New Jersey Board of Mediation before resorting to any other remedy at law or equity.
2. In the event that mediation of a dispute was to fail, the parties would be permitted to pursue any remedies available to either of them in law or equity.

**I. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER**

In the event that any provision contained in this Shared Services Agreement is breached by either party and therefore such breach is waived by the non-breaching party,

such waiver will be limited to the particular breach so waived and will not constitute a waiver of any other breach hereunder.

No covenant, condition or agreement contained in this Shared Services Agreement, will be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of County or Township, in his or her individual capacity, and neither the officers, agents or employees of either County or Township, nor any official executing this Shared Services Agreement will be liable personally for this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**J. NO PERSONAL LIABILITY**

**K. MISCELLANEOUS**

1. **Neutral Construction:** In the event of any dispute concerning the construction or interpretation of this Shared Services Agreement, this Shared Services Agreement shall be construed neutrally without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent legal counsel of its own choosing.
3. **Entire Agreement:** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
2. **Amendment:** This Shared Services Agreement shall not be amended or modified, nor may any obligated hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.
3. **Severability:** In the event that any provision of this Shared Services Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
4. **Successors and Assigns:** This Shared Services Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.
5. **Assignment:** The Parties to this Shared Services Agreement shall not assign or transfer any of its rights or obligations under this Agreement without the other Parties' prior written consent.



6. **Further Assurances and Corrective Instruments:** The authorized representatives of both County and Township will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the services to be provided or to correct any inconsistent or ambiguous term hereof.
7. **Headings:** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver:** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Shared Services Agreement. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Shared Services Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Shared Services Agreement are cumulative and are not exclusive of any other rights, power, or remedies existing at law, in equity or otherwise.
9. **Force Majeure:** In the event either Party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
10. **Governing Law:** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
11. **Jurisdiction and Venue:** Any legal action or reinforcement or any other issue relating to this Shared Services Agreement, or breach thereof, shall be resolved in the Hudson County Vicinage of the Superior Court of New Jersey provided that all administrative remedies as outlined in Paragraph H (Remedies) are first exhausted.
12. **Precatory Phrases:** The precatory phrases ("whereas clauses") are not mere recitals, but are specifically agreed to by the parties and are incorporated herein by reference.
13. **Authorization:** By executing this Shared Services Agreement, each signatory represents that he or she is a Party or has been duly authorized by a Party to sign on the Party's behalf.
14. **Counterparts:** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of

which will constitute one and the same instrument. Facsimile signatures of the parties shall be considered original and binding signatures.

**L. EFFECTIVE DATE**

This agreement shall be effective upon the signature of this document by all Party representatives, as authorized by the applicable Resolutions passed by the Hudson County Board of Chosen Freeholders and the North Bergen Board of Commissioners.

**M. CANCELLATION**

This agreement may not be cancelled once construction has commenced.

**N. NOTICE**

Any notice provided hereunder shall be submitted in writing to:

As to the County:                   Office of County Engineer  
County of Hudson  
830 Bergen Avenue  
Jersey City, New Jersey 07306

With a copy to:                   Office of the County Counsel  
County of Hudson  
Administration Annex  
567 Pavonia Avenue  
Jersey City, New Jersey 07306

As to the Township:               Chris Pianese, Business Administrator  
Township of North Bergen  
4233 Kennedy Boulevard  
North Bergen, New Jersey 07047

With a copy to:                   Thomas R. Kobin, Esq.  
Township Attorney  
Chasan Leyner & Lamparella, P.C.  
300 Harmon Meadow Boulevard  
Secaucus, New Jersey 07094

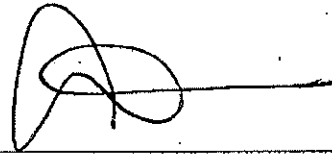
IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF HUDSON



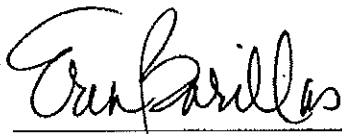
Alberto G. Santos, Clerk  
Board of Chosen Freeholders



Abraham Antun  
County Administrator

ATTEST:

TOWNSHIP OF NORTH BERGEN



Erin Barillas  
Township Clerk



Christopher Pianese  
Township Administrator