

**Resolution of the Demarest Governing Body**

**Resolution No. 094-25**

**May 12, 2025**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>						✓
<b>Fox</b>			✓			
<b>Marks</b>	✓		✓			
<b>Slowikowski</b>		✓	✓			
<b>Reiss</b>			✓			
<b>Collins</b>			✓			

**TITLE: RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR THE PROVISION BY THE COUNTY OF BERGEN OF VEHICLE MAINTENANCE AND REPAIR SERVICES ON AN AS-NEEDED BASIS**

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**WHEREAS**, Borough of Demarest has the need of maintenance and repair services for its vehicles; and

**WHEREAS**, the County of Bergen has the personnel and equipment necessary to provide vehicle maintenance and repair services for the Borough of Demarest; and

**WHEREAS**, the Borough of Demarest wishes to enter into a Shared Services Agreement (the "Agreement") with the County of Bergen, annexed hereto, whereby the County of Bergen would provide to the Borough of Demarest vehicle maintenance and repair services on an as-needed basis to supplement services provided by the Borough of Demarest's personnel or vendor(s); 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 taxpayers; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act allows for the Borough of Demarest to enter into an agreement with any other local unit or units to provide or receive the services set forth in the annexed Agreement, as, as set forth in N.J.S.A. 40A:65-4; and

**WHEREAS**, the Agreement shall be for a term of one year which may renew annually for successive one-year terms; and

**WHEREAS**, either party may terminate the Agreement for any reason upon thirty days' notice; and

**WHEREAS**, it is in the best interest of the Borough to authorize the execution of the Agreement in the form as annexed hereto.

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor, Borough Administrator and Borough Clerk are authorized to execute the Agreement annexed to this resolution.

  
\_\_\_\_\_  
Brian Bernstein, Mayor

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on May 12, 2025

  
\_\_\_\_\_  
Julie Falkenstern, Acting Borough Clerk

# **SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

**BOROUGH OF DEMAREST**

**FOR:**

**THE PROVISION BY THE COUNTY OF BERGEN OF  
VEHICLE MAINTENANCE AND REPAIR SERVICES  
ON AN AS-NEEDED BASIS**

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

Approved by Bergen County Resolution No. \_\_\_\_\_  
Approved by Borough of Demarest Resolution No. 094-25

**DATE: May 12, 2025**

PREPARED BY:

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

## SHARED SERVICES AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of May, 2025 by and between:

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

**BOROUGH OF DEMAREST**, a body politic and corporate of the State of New Jersey, with administrative offices located at 118 Serpentine Road, Demarest, New Jersey 07627, hereinafter referred to as "LOCAL UNIT."

### **WITNESSETH:**

**WHEREAS**, LOCAL UNIT has the need of maintenance and repair services for its vehicles; and

**WHEREAS**, COUNTY has the personnel and equipment necessary to provide vehicle maintenance and repair services for LOCAL UNIT; and

**WHEREAS**, LOCAL UNIT wishes to enter into this Agreement with COUNTY, whereby COUNTY would provide to LOCAL UNIT vehicle maintenance and repair services on an as-needed basis to supplement services provided by LOCAL UNIT's personnel or vendor(s); 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 taxpayers; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in such agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-4; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, COUNTY and LOCAL UNIT 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, covenants, terms, and conditions hereinafter set forth, COUNTY and LOCAL UNIT agree to perform in accordance with those provisions, terms, and conditions 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. "Category I Vehicle" means a vehicle with a gross vehicle weight (GVW) up to 6,000 pounds.
- B. "Category II" Vehicle" means a vehicle with a GVW between 6,000 pounds and 26,000 pounds.
- C. "Category III Vehicle" means a vehicle with a GVW in excess of 26,000 pounds.
- D. "Effective Date" means the date identified in this Agreement reflecting the date on which the last Party to this Agreement executed same, following the adoption of resolutions by COUNTY and LOCAL UNIT authorizing entry into this Agreement.
- E. "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.
- F. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between COUNTY and LOCAL UNIT as provided for 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 for a period of one (1) year, unless terminated sooner by the process provided for in this Agreement.
- B. This Agreement shall renew annually for successive one-year terms, unless terminated sooner by the process provided for in this Agreement.

**III. PROJECT DESCRIPTION.**

COUNTY, through its Division of Mechanical Services, may provide repair and maintenance services for vehicles owned by LOCAL UNIT on an as-needed basis. LOCAL UNIT does not, by entry into this Agreement, commit to any minimum number of repairs by COUNTY.

#### IV. RESPONSIBILITIES.

##### A. COUNTY Responsibilities.

1. COUNTY may provide labor, parts, personnel, and equipment necessary to provide the services requested by LOCAL UNIT, pursuant to the terms of this Agreement.
2. COUNTY shall perform all services provided in compliance with all statutes, rules, and directives governing the provision thereof.
3. COUNTY shall ensure that all personnel providing services under this Agreement possess all required licenses, certifications, and training required to provide such services.
4. All performance by COUNTY shall be limited to COUNTY's appropriation for same, and COUNTY's budgetary determinations and restrictions.
5. All performance by COUNTY shall be limited to the availability of COUNTY's equipment and personnel. COUNTY shall use its best efforts to accommodate any request for service by LOCAL UNIT during the term of this Agreement, but COUNTY shall not be in breach of this Agreement if, for any reason, COUNTY is unable to accommodate a request by LOCAL UNIT for services under this Agreement.
6. While it may if it so chooses, COUNTY shall have no obligation to hire or otherwise retain additional personnel to perform services under this Agreement. COUNTY shall have no obligation to procure additional equipment to perform under this Agreement.

##### B. LOCAL UNIT Responsibilities.

1. LOCAL UNIT shall provide COUNTY with an inventory of vehicles owned by LOCAL UNIT which are intended to be repaired or maintained pursuant to this Agreement. LOCAL UNIT shall update this inventory whenever any vehicle is added or deleted.
2. LOCAL UNIT shall be responsible for transporting its vehicles to COUNTY's repair facility, located at 500 Jerome Avenue, Paramus, New Jersey, and retrieving same upon completion of the repair or maintenance work (mailing address is 220 East Ridgewood Avenue). In special circumstances, if COUNTY is requested to transport a particular vehicle, and if COUNTY agrees to same, the charges set forth below shall apply.
3. LOCAL UNIT shall provide COUNTY with notice of needed repairs or maintenance as far in advance as possible to permit efficient scheduling of services.
4. LOCAL UNIT shall designate an authorized representative who will be empowered to request services from COUNTY under this Agreement, to review estimates provided by COUNTY, and to authorize COUNTY to proceed with each repair.

V. **SERVICES AND COMPENSATION.**

A. Upon LOCAL UNIT request and COUNTY determination of availability, COUNTY will provide the following services at the corresponding rates below:

1. Vehicle Inspection, Diagnosis, Maintenance and Repair: \$80 per hour
2. Transportation of vehicle to/from COUNTY's repair facility (utilizing COUNTY personnel and equipment):
  - i. Under vehicle's own power: \$75 per hour (\$75 minimum)
  - ii. Tow (Category I Vehicle): \$150 flat fee
  - iii. Tow (Category II Vehicle): \$175 flat fee
  - iv. Tow (Category III Vehicle): \$325 flat fee

3. If towing requested by LOCAL UNIT requires COUNTY to utilize a private towing company, LOCAL UNIT shall be responsible for the fees charged by the private towing company.

B. The time required to complete a particular service will be based upon the estimated repair time determined by the COUNTY's "Shopkey" Repair Information System (Shopkey) produced by Snap-On, Inc.

C. COUNTY will provide LOCAL UNIT with a written estimate of the cost to perform a particular service based upon the estimated repair time and parts needed, as determined by the Shopkey system. LOCAL UNIT's authorized representative shall give its approval in writing before COUNTY may proceed with such service. Facsimile or electronic mail shall constitute acceptable written authorization to proceed.

D. Parts will be charged to LOCAL UNIT at COUNTY's cost, plus an administrative fee of fifteen percent (15%), which shall be applied to the total cost for parts. This fee will defray costs relating to overhead, billing, hardware, software licenses, procurement, handling, stocking, and similar costs incurred by COUNTY in providing services set forth herein.

E. Where additional labor or parts are required due to unforeseen circumstances, LOCAL UNIT agrees to pay for such additional labor or parts at the rates and/or prices set forth herein. COUNTY will notify LOCAL UNIT as soon as COUNTY learns that additional labor or parts will be required, and will, where practicable, give LOCAL UNIT the choice of whether or not to authorize such additional labor or parts.

- F. In the event that COUNTY is unable to perform the required repair or maintenance, COUNTY will notify LOCAL UNIT and provide LOCAL UNIT with the option to take back the vehicle and have it serviced elsewhere at LOCAL UNIT's expense. If LOCAL UNIT requests, COUNTY will endeavor to have the work performed by an outside vendor. In such circumstances, COUNTY shall charge LOCAL UNIT, and LOCAL UNIT shall pay the actual cost borne by the COUNTY plus an administrative fee of fifteen percent (15%). LOCAL UNIT shall be responsible for any vehicle transportation costs at the rate(s) set forth for transportation by COUNTY of LOCAL UNIT's vehicle to the vendor's garage.
- G. COUNTY shall bill LOCAL UNIT monthly for all services provided. LOCAL UNIT shall tender payment to COUNTY within sixty (60) days of receipt of invoice.
- H. **The proposed fee schedule included in the within Shared Service Agreement is subject to change. Pursuant to the provisions of N.J.S.A. 40A:65-7(a)(3), the payments required to be made by the LOCAL UNIT to the County pursuant to the within Shared Service Agreement may be modified by the County in light of the actual cost experiences of the County. In the event the County intends to modify the required payments, it will be required to notify the LOCAL UNIT no later than 90 Days Upon receipt of a notice of modified payment amounts, LOCAL UNIT shall have the option to accept the modified payment amount or terminate the within Shared Service Agreement upon notice to the County.**

**VI. PREVENTATIVE MAINTENANCE PROGRAM (OPTIONAL).**

COUNTY shall offer an optional preventative maintenance program as set forth herein:

- A. COUNTY shall, if requested by LOCAL UNIT, perform regular preventive maintenance on LOCAL UNIT's vehicles. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle, and with the terms of this Agreement.
- B. The first time a vehicle is brought in for service, COUNTY will perform a comprehensive inspection to determine the vehicle's condition and identify any recommended repairs.
- C. Following the initial inspection, COUNTY will include that vehicle on a monthly report to LOCAL UNIT specifying when each vehicle previously inspected by COUNTY is due for service, the corresponding maintenance interval, and the services recommended, based upon the data provided by COUNTY's fleet maintenance software.
- D. LOCAL UNIT shall be responsible for requesting performance of the recommended maintenance, transporting the vehicle to COUNTY's repair facility, and authorizing performance of the recommended maintenance.

- E. To request enrollment in the optional preventative maintenance program, LOCAL UNIT shall separately initial the space indicated on the signature page of this Agreement.
- F. The Parties recognize and agree that, notwithstanding the provisions of this Agreement, responsibility for ensuring regular preventative maintenance rests at all times with LOCAL UNIT. Therefore, COUNTY shall not be responsible for any loss or damage, including but not limited to voiding of any warranty, occasioned by failure of COUNTY to notify LOCAL UNIT of manufacturer recommended preventative maintenance or failure of LOCAL UNIT to request performance of any recommended preventative maintenance, to bring a vehicle to COUNTY for preventative maintenance, or to authorize performance of the recommended services.
- G. Under this Agreement, it is anticipated that LOCAL UNIT will have its vehicles serviced by other mechanics or vendors. If LOCAL UNIT elects to enroll in this preventative maintenance program, LOCAL UNIT must notify COUNTY of any service or repair performed on LOCAL UNIT's vehicles by anyone other than COUNTY, so that COUNTY may update its fleet maintenance software. Without such updates, COUNTY will be unable to provide LOCAL UNIT with accurate maintenance recommendations.

## VII. 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-objecting 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 on-going 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 legal proceedings in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.
- E. Temporary 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.

- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration, or litigation the amount due shall be determined, agreed, or adjudicated to be less than was actually paid, then COUNTY shall repay the excess.

**VIII. DEFENSE, INDEMNIFICATION, AND SUBROGATION.**

- A. Each Party agrees to defend, indemnify, and hold the other Party harmless from any claims, losses, damages, or judgments arising out of the negligence, gross negligence, or willful act of the indemnifying Party.
- B. LOCAL UNIT acknowledges that, in the event of property damage to LOCAL UNIT-owned/leased vehicles while in COUNTY'S care, custody, and control, COUNTY shall fully rely on the immunities and protections afforded it under the New Jersey Tort Claim Act, inclusive of N.J.S.A. 59:9-2(e). LOCAL UNIT agrees that, where its vehicle(s) are covered by a policy of insurance, whether issued by an insurance carrier or municipal joint insurance fund (JIF), LOCAL UNIT agrees to waive any claim for subrogation against COUNTY.

**IX. EMPLOYMENT RECONCILIATION.**

- A. LOCAL UNIT 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 LOCAL UNIT to COUNTY pursuant to this Agreement, and COUNTY will not accept transfer of any employees from LOCAL UNIT 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 LOCAL UNIT's responsibility to prepare such a 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 LOCAL UNIT in the preparation and filing of the plan.

**X. NOTICES.**

All notices, demands, consents, approvals, and requests required or permitted to be given to or served upon 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 to the address set forth below, or at such other address as it shall designate by notice, as follows:

If to

LOCAL UNIT:

**Clerk**

Borough of Demarest  
118 Serpentine Road  
Demarest, NJ 07627

If to

COUNTY:

Director, Division of Mechanical Services  
Bergen County Department of Public Works  
220 East Ridgewood Avenue  
Paramus, NJ 07625

With a copy to:

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

**XI. TERMINATION.**

- A. Notwithstanding any other term in this Agreement, COUNTY and LOCAL UNIT retain the right, the sole discretion of each, to terminate this Agreement at any time on thirty (30) days' notice, without further liability to the other, except as set forth herein.
- B. Upon termination of this Agreement, LOCAL UNIT shall remove any vehicles owned by LOCAL UNIT from COUNTY's repair facility.
- C. LOCAL UNIT shall be responsible for payment for any labor performed and parts purchased on behalf of LOCAL UNIT prior to notice of termination.
- D. If COUNTY is the Party terminating this Agreement, COUNTY shall be responsible for completing any pending repair of LOCAL UNIT's vehicle currently in COUNTY'S repair facility at the time COUNTY provides notice of termination, unless:
  - 1. COUNTY's reason for terminating the Agreement is nonpayment by LOCAL UNIT;  
or
  - 2. LOCAL UNIT requests that COUNTY refrain from completing the pending repair(s).

## **XII. OTHER AGREEMENTS.**

COUNTY and LOCAL UNIT reserve the right to enter into agreements with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement, excluding any arrangement that may contradict the provisions of Section IV of this Agreement, regarding optional preventative maintenance, and corresponding responsibilities.

## **XIII. 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 by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement, or any rights or obligations hereunder, without the prior consent of the other Party and any such attempted assignment without the required consent shall be void.
- C. Cooperation of the Parties. In performing any service 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. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered, or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original

agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed, or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by COUNTY.

- F. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, which 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.
- G. Modifications in Writing. 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 unauthorized 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.

**[Signature Page(s) to Follow]**

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

ATTEST:

**COUNTY OF BERGEN**

\_\_\_\_\_

By: \_\_\_\_\_

James J. Tedesco, III, County Executive, or  
Thomas J. Duch, Esq., County Counsel/  
County Administrator

ATTEST:

**BOROUGH OF DEMAREST**

\_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**By separately initialing here, LOCAL UNIT requests enrollment in the Optional Preventative Maintenance Program set forth in Section VI, above.**

**Initialed:** \_\_\_\_\_

**SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

**BOROUGH OF DEMAREST**

**FOR:**

**THE SHARING OF COUNTY-OWNED  
EMERGENCY AND NON-EMERGENCY EQUIPMENT**

**BERGEN COUNTY OFFICE OF EMERGENCY MANAGEMENT**

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

Approved by Bergen County Resolution No. \_\_\_\_\_, dated \_\_\_\_\_  
Approved by Borough of Demarest Resolution No. 095-25 dated May 12, 2025

**DATE: May 12, 2025**

PREPARED BY:

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

**SHARED SERVICES AGREEMENT**

**SHARING OF COUNTY-OWNED  
EMERGENCY AND NON-EMERGENCY EQUIPMENT**

**THIS AGREEMENT** ("Agreement") is made by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076, hereinafter referred to as "COUNTY" and

**BOROUGH OF DEMAREST**, a body politic and corporate of the State of New Jersey, with administrative offices located at 118 Serpentine Road, Demarest, New Jersey, 07627, hereinafter referred to as "LOCAL UNIT."

**WITNESSETH:**

**WHEREAS**, COUNTY owns certain vehicles and equipment (the "Equipment") that it can make available to LOCAL UNIT, subject to the operational needs of COUNTY; and

**WHEREAS**, some of the Equipment was acquired by COUNTY's Office of Emergency Management, pursuant to State and Federal grants, for the express purpose of making same available to local units within Bergen County, and is controlled by COUNTY's Office of Emergency Management ("OEM"); and

**WHEREAS**, other Equipment is controlled by other COUNTY departments, including Public Works and Parks; and

**WHEREAS**, due to emergencies, mechanical breakdowns, or budgetary restrictions, the need arises occasionally for which LOCAL UNIT does not possess the required equipment; and

**WHEREAS**, COUNTY and LOCAL UNIT recognize the need to enter into this written Agreement between COUNTY and LOCAL UNIT in advance of the actual need, to govern the terms under which COUNTY will make its Equipment available for use by LOCAL UNIT; and

**WHEREAS**, COUNTY and LOCAL UNIT have determined that by entering into this Shared Services Agreement governing the terms for sharing of COUNTY owned Equipment, the Parties will be able to facilitate the prompt availability of such Equipment, at such time as LOCAL UNIT has need of it; and

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.; and

**WHEREAS**, COUNTY has authorized this Agreement by adoption of Resolution No. \_\_\_\_\_ on Month Date, 202#.

**WHEREAS**, LOCAL UNIT has authorized this Agreement by adoption of Resolution No. 12 on May, 2025.

**NOW THEREFORE BE IT AGREED**, as follows:

**I. SCOPE OF SERVICES.**

- A. This Agreement is intended to cover the sharing of Equipment controlled by various departments and divisions of COUNTY.
- B. The purpose of this Agreement is to provide the basic terms under which LOCAL UNIT may borrow Equipment from COUNTY for short-term use should COUNTY, in its sole discretion, determine that such Equipment is available for use by LOCAL UNIT. By entry into this Agreement, COUNTY does not commit to loan any particular piece of Equipment to LOCAL UNIT.
- C. It is clearly understood by all the Parties concerned that the Equipment must be available to COUNTY for COUNTY projects, whenever needed, and that COUNTY is entering into similar agreements with other local units in Bergen County. Consequently, any particular piece of Equipment will only be available whenever not in use, or scheduled to be used, for a COUNTY project or by another local unit, and even then, Equipment will only be made available in the sole discretion of COUNTY.
- D. COUNTY anticipates entering into like agreements with all of the local units in Bergen County. Therefore, LOCAL UNIT agrees to notify COUNTY as far in advance of LOCAL UNIT's need for Equipment as possible, to permit COUNTY's ability to determine if COUNTY has available Equipment to loan and, if so, to coordinate among possible requests from various local units.
- E. While COUNTY will make every effort to make Equipment available to any local unit seeking to borrow such Equipment, where doing so does not compromise COUNTY's operations, COUNTY shall not be deemed in breach of this Agreement and shall have no liability to LOCAL UNIT in the event COUNTY denies LOCAL UNIT's request to borrow any particular piece of Equipment.
- F. This Agreement shall not apply to any equipment for which COUNTY requires execution of a separate agreement, or payment of a fee to borrow or use. Nor shall anything in this Agreement preclude COUNTY from requiring execution of a separate agreement or payment of a fee to borrow or use any Equipment.

**II. TERM AND TERMINATION.**

- A. The term of this Agreement shall commence on \_\_\_\_\_, 2025, upon adoption of authorizing resolution by **COUNTY and LOCAL UNIT, and execution by authorized officials of both entities, whichever execution date is most recent, and shall continue for a period of one year.**
- B. This Agreement shall automatically renew for successive one-year terms unless either Party notifies the other in writing of intent to terminate.

- C. This Agreement may be terminated by either Party upon thirty (30) days' written notice, for any reason, including administrative convenience.
- D. Termination of this Agreement does not relieve LOCAL UNIT from any responsibility for defense or indemnification of any claims against COUNTY or from LOCAL UNIT's obligations for maintenance or repair of Equipment occasioned by LOCAL UNIT's use thereof.
- E. COUNTY shall have no liability to LOCAL UNIT for any losses or additional costs that may be incurred by LOCAL UNIT as a result of COUNTY's termination of this Agreement.

### **III. COMPENSATION.**

- A. The Equipment loaned under this Agreement shall be loaned by COUNTY to LOCAL UNIT free of charge. In the event any reimbursement is available from State or Federal sources (e.g., FEMA reimbursement) for use of such Equipment, LOCAL UNIT agrees and acknowledges that COUNTY is entitled to such reimbursement.
- B. In the event any payment is due from LOCAL UNIT to COUNTY (e.g., for damage to the Equipment resulting from LOCAL UNIT's use), LOCAL UNIT agrees to pay COUNTY within 45 days after submission of the invoice by COUNTY to LOCAL UNIT.

### **IV. DESIGNATED CONTACT PERSONS.**

- A. For purposes of Equipment controlled by COUNTY's Office of Emergency Management, COUNTY's Contact Person shall be the Director of the Bergen County Division of Emergency Management, the Bergen County Emergency Management Coordinator, or the designees of either.
- B. For purposes of Equipment not controlled by COUNTY's Office of Emergency Management, COUNTY's designated Contact Person shall be the Director of the Division of Shared Services, within the Department of Public Works.
- C. LOCAL UNIT shall designate one or more Contact Persons and shall advise COUNTY accordingly.

### **V. RESPONSIBILITIES OF THE PARTIES.**

- A. When and if LOCAL UNIT wishes to borrow Equipment from COUNTY, LOCAL UNIT's Contact Person shall submit to the appropriate COUNTY Contact Person a written request to borrow the Equipment. The request shall include:
  - 1. The piece of Equipment requested;
  - 2. The reason for the request, and the use to which the Equipment will be put;
  - 3. The approximate dates or duration for which LOCAL UNIT wishes to borrow the Equipment;
  - 4. Any other information LOCAL UNIT wishes to include with its request; and

5. Any other information required by COUNTY, in its discretion, to evaluate LOCAL UNIT's request.
- B. Requests for Equipment controlled by COUNTY's Office of Emergency Management shall, unless otherwise permitted by COUNTY, be submitted through the online system utilized by COUNTY's Office of Emergency Management, called "WEBEOC," or such other system that COUNTY's Office of Emergency Management may choose to use in the future.
  - C. Requests for Equipment not controlled by COUNTY's Office of Emergency Management may be submitted to the Director of the Division of Shared Services, within the Department of Public Works, who shall coordinate with the directors of the various COUNTY departments and Administration to determine whether the requested Equipment is available for loan.
  - D. COUNTY anticipates entering into this agreement with several municipalities. Therefore, LOCAL UNIT agrees to notify COUNTY as far in advance of LOCAL UNIT's need for the Equipment, to permit COUNTY to schedule use among the local units seeking to borrow the Equipment.
  - E. COUNTY, upon review of the written request, shall:
    1. Notify LOCAL UNIT's Contact Person of the Equipment's availability, and coordinate a time for LOCAL UNIT to take custody of such Equipment; or
    2. Notify LOCAL UNIT's Contact Person that the requested Equipment cannot be loaned; or
    3. If the Equipment can be loaned, but is unavailable for the date(s) requested by LOCAL UNIT, COUNTY will notify LOCAL UNIT accordingly, and attempt to coordinate an alternate date or set of dates for LOCAL UNIT to borrow the Equipment.
  - F. LOCAL UNIT shall be responsible in most instances for retrieving the Equipment from COUNTY's storage location, which will vary depending upon the piece of Equipment.
  - G. The representative of LOCAL UNIT taking custody of the Equipment shall sign a statement prior to removing the Equipment from COUNTY's property, indicating and agreeing to the following:
    1. Identifying the Equipment, including the make, model, vehicle identification number, serial number, or other Equipment-specific identification;
    2. The date on which LOCAL UNIT will take custody of the Equipment;
    3. The date by which the Equipment will be returned;
    4. That LOCAL UNIT has inspected the Equipment and independently determined that the Equipment is acceptable for LOCAL UNIT's purposes; and
    5. Any operational requirements specific to the Equipment, of which LOCAL UNIT should not reasonably be aware.

- H. LOCAL UNIT shall return the Equipment no later than the date set forth in the foregoing statement, unless LOCAL UNIT requests to keep the Equipment for a longer period, and COUNTY consents.
- I. LOCAL UNIT shall take custody of, and return, the Equipment to COUNTY at the storage location designated by COUNTY. COUNTY shall not be required to deliver the Equipment to, or retrieve the Equipment from, another location.
- J. Prior to taking custody of the Equipment, LOCAL UNIT shall provide COUNTY with one or more certificates of insurance meeting the requirements of Section VIII, "INSURANCE," below.
- K. LOCAL UNIT agrees that persons assigned to operate the Equipment ("Operators") will possess all required licenses for operating the Equipment, and will have fulfilled all training requirements for such operation, prior to their operating said Equipment.
- L. LOCAL UNIT agrees to utilize the Equipment in full and complete compliance with all Federal, State, and local laws, standards, and requirements, as well as any requirements imposed by COUNTY. In the event COUNTY determines that LOCAL UNIT has failed to utilize the Equipment in conformance with all Federal, State, and local laws, standards, and requirements, or any requirements imposed by COUNTY, LOCAL UNIT shall immediately return Equipment to COUNTY in the manner directed by COUNTY.
- M. Where the Equipment requires fuel (e.g., vehicles, generators, etc.), LOCAL UNIT shall be responsible for all fuel utilized while borrowing such Equipment, and shall return the Equipment with a full fuel tank.
- N. LOCAL UNIT shall be responsible for inspecting the Equipment before taking custody, and before each operation of the Equipment, to ensure the Equipment is in operational condition.
- O. LOCAL UNIT shall maintain written records regarding receipt, possession, inspection, and use of the Equipment, and provide same to COUNTY upon return of the Equipment.
- P. LOCAL UNIT shall be responsible for the cost of repairing any damage to the Equipment occurring while the Equipment is in LOCAL UNIT's custody. In the event that the Equipment is damaged during LOCAL UNIT's possession of same, COUNTY will provide an itemized bill to LOCAL UNIT and LOCAL UNIT will pay same within forty-five (45) days of presentment of the itemized bill.
- Q. Depending upon the length of time LOCAL UNIT will be borrowing the Equipment, COUNTY may determine that LOCAL UNIT will be responsible for the cost of regular scheduled maintenance. COUNTY shall advise LOCAL UNIT of any regular scheduled maintenance due during the period LOCAL UNIT is expected to have custody of the Equipment, and whether LOCAL UNIT shall be responsible for the cost of such regular scheduled maintenance. LOCAL UNIT shall return the Equipment to COUNTY for regular scheduled maintenance in accordance with the manufacturer's recommended maintenance schedule.
- R. All maintenance and repair of Equipment, including regular scheduled maintenance,

shall be conducted by COUNTY at COUNTY's vehicle maintenance facility, currently located at the Bergen County Annex in Paramus, or by such other service provider as COUNTY may determine. If LOCAL UNIT is responsible for the cost of any maintenance or repair, same shall be charged at COUNTY's then current rates charged under COUNTY's vehicle maintenance Shared Services Agreements, or COUNTY's actual cost where repair or maintenance must be performed by an outside vendor.

- S. LOCAL UNIT shall return the Equipment to COUNTY in the same condition as when LOCAL UNIT borrowed it, normal wear and tear excepted.
- T. Notwithstanding any other provision of this Agreement, LOCAL UNIT will return the Equipment to COUNTY upon COUNTY's request within twenty-four (24) hours, under normal operations. If an emergent circumstance should occur while the Equipment is in the custody of LOCAL UNIT, the emergent circumstance shall take precedence, and LOCAL UNIT shall mobilize the Equipment at the direction of COUNTY's Office of Emergency Management.

#### **VI. OTHER AGREEMENTS.**

COUNTY and LOCAL UNIT reserve the right to enter into any other agreement with other public or private entities for the performance of any service or services which may be included within the scope of those provided in this Agreement. Nothing in this Agreement shall prohibit COUNTY from entering into agreements to purchase, maintain, borrow, loan, sell, or otherwise dispose of the Equipment to other public or private entities.

#### **VII. RISK OF LOSS AND INDEMNIFICATION.**

LOCAL UNIT acknowledges and agrees that COUNTY has made no representation regarding the condition of the Equipment, and the Equipment is being loaned strictly in "as is" and "where is" condition, with no warranties, either expressed or implied. LOCAL UNIT hereby assumes all risk of damage, injury, liability, or loss, including but not limited to damage to any property whatsoever, and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, LOCAL UNIT's use of the Equipment, including any loss occasioned by failure of the Equipment to perform as intended.

LOCAL UNIT agrees to defend, indemnify, and hold harmless COUNTY, including its officers, employees, volunteers, and agents ("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 this Agreement or any of the obligations assumed by COUNTY or LOCAL UNIT hereunder. Specifically included in this obligation is LOCAL UNIT's agreement to defend, indemnify, and hold harmless County Indemnified Parties from any and all claims asserting failure on the part of COUNTY to properly maintain the Equipment, including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Equipment.

LOCAL UNIT, upon notice from COUNTY, shall resist and defend, at the expense of LOCAL UNIT, such action or proceeding with counsel satisfactory to COUNTY. In addition, COUNTY may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or LOCAL UNIT's obligation to defend, indemnify, and hold harmless COUNTY, including its officers, employees, and agents, under this paragraph.

LOCAL UNIT shall be solely responsible for any and all theft and/or damage which shall be occasioned by LOCAL UNIT's use, or occur while the Equipment is being utilized or in the custody of LOCAL UNIT, and all such costs shall be borne solely by LOCAL UNIT.

#### **VIII. INSURANCE.**

During the term of this Agreement, LOCAL UNIT shall maintain Workers' Compensation Insurance with statutory limits and a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Equipment used in this performance hereunder. In addition, LOCAL UNIT shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Equipment other than those claims covered by the aforementioned automobile liability insurance. LOCAL UNIT shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without COUNTY's prior written approval of such cancellation or change. COUNTY shall be listed as Additional Insured on all policies of insurance. LOCAL UNIT shall provide COUNTY with certificates of insurance that must provide for thirty (30) days' notice of cancellation in the event that LOCAL UNIT's policy is cancelled for any reason. LOCAL UNIT expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit LOCAL UNIT's obligations assumed in this Agreement and shall not be construed to relieve LOCAL UNIT from liability in excess of such coverage.

It is understood that, while "The County of Bergen" is the titled owner to the Equipment, LOCAL UNIT, being responsible for the operation of the Equipment, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Equipment during such time as LOCAL UNIT has custody of the Equipment, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

#### **IX. DISPUTE RESOLUTION.**

- A. As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount requested by COUNTY in accordance with this Agreement shall be paid. If, through subsequent negotiation, litigation, or settlement, the amount due is determined, agreed to, or adjudicated to, be less than was actually paid, COUNTY shall promptly repay the excess.
- B. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the Parties agree to pursue mediation prior to commencing court action.



Mahwah, NJ 07430

*With a copy to:*

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

**XIV. 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 by the Parties in receipt thereof.
- B. Modification. This Agreement may only be modified in writing, duly authorized and signed by COUNTY and LOCAL UNIT. All notices, statements, or other documents required by this Agreement shall be electronically or hand delivered, or mailed to COUNTY Contact or LOCAL UNIT Contact.
- C. 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.
- D. No Assignment. This Agreement may not be assigned by either Party without the written consent of the other. Under no circumstances shall LOCAL UNIT grant custody of the Equipment to any third-party without the express written consent of COUNTY.
- E. 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.
- F. 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.

- G. Governing Law. 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, cannons requiring construction against the drafting Party.
- H. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed, or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by COUNTY.
- I. State Filing Requirement. Upon execution and delivery of the Agreement by all Parties, COUNTY will forward a copy of the Agreement to the Division of Local Government Services within the Department of Community affairs, pursuant to N.J.S.A. 40A:65-4(b).
- J. Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties hereto.
- K. 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 in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.
- 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.

N. Effective Date. This Agreement shall become effective upon passage of authorizing Resolutions by LOCAL UNIT and COUNTY as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution thereof by both the County Executive and the Authorized official of LOCAL UNIT.

**[Signature Page to Follow]**

**IN WITNESS WHEREOF**, the Parties have executed this Shared Services Agreement for THE SHARING OF COUNTY-OWNED EMERGENCY AND NON-EMERGENCY EQUIPMENT (“Agreement”), and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:

**COUNTY OF BERGEN**

\_\_\_\_\_

By: \_\_\_\_\_

James J. Tedesco, III, County Executive or  
Thomas J. Duch, Esq., County Counsel/  
County Administrator

Dated: \_\_\_\_\_

ATTEST:

**BOROUGH OF DEMAREST**

\_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_