

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

PROVIDER: Borough of River Edge COUNTY: Bergen

RECIPIENT: River Edge Board of Education COUNTY: Bergen

**BRIEF DESCRIPTION OF SERVICE:**

Shared Services Agreement with the River Edge Local Board of Education to Share the Benefits and Responsibilities of the Clearing of Snow and Ice Control on River Edge Board of Education Property

EFFECTIVE DATE: November 15, 2017

EXPIRATION DATE: June 30, 2020

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.

**SHARED SERVICES AGREEMENT  
FOR CLEARING SNOW AND  
CONTROLLING ICE**

THIS AGREEMENT made this 15<sup>th</sup> day of November, in the year Two Thousand and Seventeen, by and between the Borough of River Edge (hereinafter referred to as the "Borough"), having offices located at 705 Kinderkamack Road, River Edge, New Jersey 07661, and the River Edge Board of Education (hereinafter referred to as the "Board"), having offices located at 410 Bogert Road, River Edge, New Jersey 07661; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction, including services incidental to the primary purposes of any of the participating entities; and

**WHEREAS**, the Borough and Board are both authorized to clear snow and control ice for their respective entities; and

**WHEREAS**, the Borough and Board are of the opinion that snow clearing and ice controlling services can be more efficiently and economically provided through a joint agreement for such services (hereinafter referred to as "the Agreement"); and

**WHEREAS**, the parties are desirous of entering into the Agreement, which would authorize the Borough to share its snow clearing and ice controlling services with the Board.

**NOW THEREFORE**, it is hereby agreed by and between the parties as follows:

**A. Duration.** The Agreement shall commence on November 15, 2017, and shall end on June 30, 2020.

**B. Responsibility for costs.** The Board shall pay the Borough for each snow clearance event for the two (2) parking lots at the Board's Cherry Hill Elementary School,  
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located at 410 Bogert Road, and one (1) parking lot at its Roosevelt Elementary School, located at 711 Summit Avenue as follows:

1. over 3.5 inches \$309, <sup>11/21/17</sup> <sup>12/11/17</sup>
2. 6-10 inches \$1,033
3. 11 inches and over \$2,066.

**C. Borough's Responsibility for snow clearance and ice control.**

1. The Borough will assist the Board only in a snow clearance emergency, when snow falls exceeds <sup>four (4)</sup> ~~three (3)~~ inches. <sup>11/21/17</sup> <sup>12/11/17</sup>
2. The Borough's snow clearance and ice control will be limited to the two (2) parking lots at the Board's Cherry Hill Elementary School, located at 410 Bogert Road, River Edge, New Jersey 07661, and one (1) parking lot at its Roosevelt Elementary School, located at 711 Summit Ave, River Edge, New Jersey 07661. The Borough's Superintendent of Public Works reserves the discretion to clear snow in additional areas during extraordinary emergencies, such as a State or Federal declaration of a State of Emergency.
3. The Borough will treat these schools as a priority three (3) category, under Resolution #96-123, dated May 6, 1996.
4. The Borough's Superintendent of Public Works has the discretion to provide the equipment, labor, and materials for clearing snow and controlling ice, and the Superintendent will only provide them after the first two (2) priorities have been satisfied to an acceptable level.
5. The Borough is not responsible for deciding whether and when the Board's schools should be open.

6. The Borough agrees to provide the Board with several cellular phone numbers and other points of contact, so that the parties can freely and openly communicate during times of emergency.

7. All services shall be performed in a manner that is consistent with industry standards and necessary to ensure the safety of motorists and pedestrians on the Board's properties.

**D. Board's Responsibility for snow clearance and ice control.**

1. The Board is responsible for clearing all snow and controlling all ice when snow fall totals <sup>FOUR 4 @ 11/21/17</sup> ~~three~~ (3) inches or less. <sup>3/14/17</sup>

2. The Board agrees to provide the resources (labor, equipment, and materials) necessary for their staff to clear snow and control ice when the snow fall totals <sup>FOUR 4 @ 11/21/17</sup> ~~three~~ (3) inches or less as well as to sustain the effort during and after the emergency. <sup>3/14/17</sup>

3. The Board's Superintendent or Business Administrator or designee, will verbally ask the Borough's Superintendent of Public Works or designee, to begin clearing snow or controlling ice. The Board's Superintendent or Business Administrator or designee, will also send an e-mail to the Borough's Superintendent of Public Works or designee, and the Borough's Clerk's Office, memorializing the request.

4. The Board's Superintendent of Schools or Business Administrator or designee will request assistance early enough to allow the Department of Public Works to mobilize labor, equipment, and material to respond as the weather requires. The Board understands that the Borough may not immediately respond to its request, so the Board will be prepared to take interim steps, when necessary.

5. The Board agrees to notify the Borough's Superintendent of Public Works when its schools will be open and closed.

6. The Board agreed to provide the Borough with several cellular phone numbers and other points of contact, so that the parties can freely and openly communicate during times of emergency.

**E. Termination on Notice.** Either party may terminate the Agreement for any reason by giving the other party one hundred twenty (120) days' written notice of its intention to terminate.

**F. Mutual Indemnification.** The Borough assumes all liability for, and agrees to indemnify and hold the Board and its agents, servants, employees, students, guests, licensees, and invitees, harmless from and against any and all claims, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any negligent, grossly negligent, or willful acts or omissions by the Borough, its agents, servants, or employees related to the performance of the Borough's obligations under the terms of the Agreement. Likewise, the Board assumes all liability for, and agrees to indemnify and hold the Borough and its agents, servants, and employees, harmless from and against any and all claims, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any negligent, grossly negligent, or willful acts or omissions by the Board, its agents, servants, or employees related to the performance of the Borough's obligations under the terms of the Agreement.

**G. Insurance.** Both parties shall maintain full and complete liability insurance, in limits not less than the coverage determined by the parties' respective risk manager, throughout the term of the Agreement. Both parties shall also name each other as additional insureds under

their policies, and both parties shall provide a certificate of insurance confirming the coverage types and amounts no later than thirty (30) days after the Agreement is executed. The certificate of insurance shall also contain a ten (10) day cancellation and/or modification clause with a requirement of written notice to the other respective party.

**H. Modification.** The Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

**I. Severability.** If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

**J. Governing Law.** The Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

**K. Notice.** All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address: For the Board: Business Administrator/Board Secretary, 410 Bogert Road, River Edge, New Jersey 07661. For the Borough: Superintendent of the Public Works, 705 Kinderkamack Road, River Edge, New Jersey 07661.

**L. Assignment.** Neither party may transfer or assign any of its rights or obligations under the Agreement without the prior written consent of the other, and any transfer or assignment or attempt thereat shall be null and void.

M. **Section Headings.** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of the Agreement.

N. **Counterparts.** The Agreement may be executed in any number of counterparts, which, taken together, shall constitute one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

O. **Public Inspection.** A copy of this document shall be available for public inspection at the offices of both parties immediately after passage of a resolution to become a party to the Agreement in accordance with N.J.S.A. 40A:65-5(b).

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

WITNESS:

Stephanie Evans  
STEPHANIE EVANS  
Borough Clerk

DATED: 11-21-17

BOROUGH OF RIVER EDGE

BY: Edward Mignone  
EDWARD MIGNONE  
Mayor

DATED: 11-21-17

WITNESS:

Louise A. Napolitano  
LOUISE A NAPOLITANO  
Business Administrator/Board Secretary

DATED: 11/15/17

RIVER EDGE BOARD OF EDUCATION

BY: Paris Myers  
PARIS MYERS  
Board President

DATED: 11-15-17

**BOROUGH OF RIVER EDGE**  
**RESOLUTION #17-382**

**Authorize Mayor and Clerk to Sign a Shared Services Agreement with the River Edge Local Board of Education to Share the Benefits and Responsibilities of the Clearing of Snow and Ice Control on the River Edge Local Board of Education Property**

WHEREAS, the Borough of River Edge wishes to enter into a Shared Services Agreement with the River Edge Local Board of Education pursuant to the provisions of the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.); and

WHEREAS, the purpose of said agreement, a copy of which is on file with the Borough Clerk, is to share the benefits and responsibilities of the clearing of snow and ice control on the River Edge Local Board of Education Property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of River Edge that the Borough of River Edge shall enter into a Shared Services Agreement with the River Edge Local Board of Education for the shared benefits and responsibilities of the cleaning of snow and ice control on the River Edge Local Board of Education property.

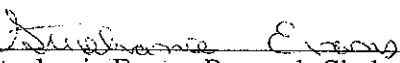
BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute the Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, subject to the approval and review of the agreement by the Borough Attorney.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the River Edge Local Board of Education.

November 20, 2017

	Motion	Second	Yes	No	Abstain	Absent
Acquafredda		X	X			
Bartelloni			X			
Busteed			X			
Chinigo	X		X			
Davis			X			
Papaleo			X			
Mayor Mignone						

THIS IS TO CERTIFY that this is a true and compared copy of a resolution adopted by the Municipal Council of the Borough of River Edge on November 20, 2017.

  
Stephanie Evans, Borough Clerk