

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Bergen COUNTY: Bergen

RECIPIENT: Borough of Fort Lee COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Shared Services with the County of Bergen for Road Servicing within the Municipality.
Resolution No. CA-6, May 11, 2017

EFFECTIVE DATE: Resolution Dated May 11, 2017

EXPIRATION DATE: _____

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT

*- Savings predicated on usage.
- As of now, nothing has been spent.*

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.

I HEREBY CERTIFY THAT the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Borough of Fort Lee on:

RESOLUTION
BOROUGH OF FORT LEE
BERGEN COUNTY, NJ

May 11, 2017

DATE: May 11, 2017

BOROUGH CLERK

RESOLUTION # CA-6

COUNCIL	Motion	Second	Yes	No	Abstain	Absent
Pohan						✓
Sohmer						
Suh						
Sargenti		✓				
Kasofsky						
Cervieri	✓					

Carried Defeated Tabled

Approved on Consent Agenda

RESOLUTION OF THE BOROUGH OF FORT LEE AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR ROAD RESURFACING

WHEREAS, the County of Bergen maintains and controls approximately 450 miles and County roads; and

WHEREAS, maintenance of the County roads requires periodic resurfacing for the benefit of drivers and residents, which requires cooperation and coordination between the County and the Borough; and

WHEREAS, a Shared Services Agreement between the County and the Borough will serve to memorialize the respective responsibilities of the County and the Borough; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, et seq.); and

WHEREAS, the County has authorized this agreement by adoption of a resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Fort Lee, in the County of Bergen, State of New Jersey as follows:

1. That the Mayor shall be and is hereby authorized to execute a Shared Services Agreement between the County and the Borough memorializing the conditions for the road resurfacing of County roads.

2. That upon execution of the Shared Services Agreement, this resolution and the agreement between the parties shall be available for public inspection in the Office of the Borough Clerk.



Returned to Administrator
4/5/17
Received back from Administrator
4/28/17

COUNTY OF BERGEN
OFFICE OF THE COUNTY COUNSEL
One Bergen County Plaza, Room 580, Hackensack, NJ 07601-7076
(201) 336-6950 • Fax (201) 336-6966

Julien X. Neals
County Counsel
Acting County Administrator

Assistant County Counsel
Kevin Funabashi
Janine S. Colletti
Eva Signore
Frank P. Kapusinski
Daniel E. Zwillenberg
Christina A. D'Aloia

John P. Libretti
Deputy County Counsel
Inspector General

April 3, 2017

Alfred Restaino, Borough Administrator
Borough of Fort Lee
309 Main Street
Fort Lee, NJ 07024-4799

**Re: Shared Services Agreement – COB/Borough of Fort Lee
Resurfacing of Bergen County Roads
FH Resolution 963-15
Our File No. 1000002333**

Dear Mr. Restaino:

Enclosed please find a fully executed copy of the Shared Services Agreement referenced above with County Freeholders Resolution attached. Upon review of our file, I note that we do not have a copy of the authorizing Municipal Resolution. Please provide a sealed copy of same.

Thank you.

Very truly yours,

John J. Libretti

John J. Libretti
Deputy County Counsel

JPL/av

Enc.

cc: Lara Rodriguez, BC FH Clerk, w/enc.
Tom Connolly - DPW/Roads, w/enc.
Via Inter-Dept. Mail

BOROUGH CLERK
2017 APR -5 P 1:32
RECEIVED

RECEIVED

2017 APR -5 AM 10:32

ADMINISTRATIVE OFFICE

SHARED SERVICES AGREEMENT
County Road Resurfacing

BOROUGH CLERK
2011 APR - 1:30
RECEIVED

The County of Bergen ("County") and the FORT LEE ("Municipality") agree to the following procedures and conditions in connection with the County's Road Resurfacing Program:

1. **Prerequisites.** As a prerequisite to and in consideration of the County's scheduling of road resurfacing within the Municipality, the Municipality agrees to:
 - a. inspect the conditions of all curb ramps and crosswalk locations, make any repairs/replacements before the road is scheduled for resurfacing, and identify any locations at which the Municipality requests the County to install asphalt berms.
 - b. inspect all sanitary sewer manholes and frames and either:
 - i. verify that the manholes and frames are in good condition; or
 - ii. for any manhole frames that requires replacement, notify the County's representative. The County will provide the labor, at no cost to the Municipality, to replace the manhole frame(s) provided that the Municipality supplies the frames a minimum of seven calendar days in advance of the County's schedule for the commencement of road milling.
2. **ADA Compliance.** NJDOT and Federal ADA regulations require compliance with the Americans with Disabilities Act (ADA) at all altered crosswalk locations along the resurfaced county roads which have public sidewalks. Once constructed, the Municipality is responsible for the maintenance of all curb ramps and detectable warning surfaces as N.J.S.A. 27:16-8 limits the County's maintenance responsibility to improved road areas between the curb lines.
3. **Funding of ADA Compliance.** The County of Bergen has established engineering design and capital improvement cooperatives for the funding of ADA design and construction. As a prerequisite to the County's scheduling of road resurfacing within the Municipality, the municipality must first comply with the following:
 - a. ADA Engineering Design Grant Program – Freeholder Resolution No. 676-12. The Municipality must execute a Design Grant Program agreement and the Municipal Engineer must:
 - i. work with County personnel to identify and quantify the curb ramp locations that require replacement prior to resurfacing; and
 - ii. design the proposed improvements and certify the ADA improvements are in full compliance with ADA regulations, including ensuring that ramps are set at the proper grade to prevent pooling of water; and

- iii. inspect the completed ADA improvements and certify full compliance with ADA regulations upon completion of curb ramp construction and prior to reimbursement by the County.
 - b. ADA Cooperative Concrete Construction – Freeholder Resolution 677-12. The Municipality must first:
 - i. Either enter into a Concrete Construction Contract with the successful bidder of the County’s ADA Cooperative Concrete Construction bid or, if the Municipality can obtain lower pricing, hire its own contractor.
 - ii. be responsible for all costs outside the scope of the countywide curb ramp construction contract, including work beyond the ramp limits directed by the Municipality and any local police protection.
- 4. **Crosswalks, Striping, and Parking Stalls.** After resurfacing, the County will restripe the roadways, installs traffic markings and symbols, and replace crosswalks and parking stalls, subject to the following:
 - a. The County will mark, where appropriate, the center line, edge lines, and other longitudinal markings on County roads. The County will be responsible for maintaining these markings. However, the Municipality shall be responsible for repairing or replacing any such markings subsequently damaged or removed by the Municipality or the Municipality’s contractors.
 - b. The County will install thermoplastic traffic markings and symbols across the County road and across the intersecting municipal road at municipal intersections with traffic signals, and will replace crosswalk markings only if the crosswalks terminate at curb ramps that comply with ADA regulations. Once installed, the Municipality is responsible for the maintenance, repair, and replacement of these markings and symbols across both the County Road and across the intersecting municipal road unless it is a signalized intersection under County jurisdiction.
 - c. The County will replace parking stall markings along the resurfaced County roads as directed by the Municipality. The Municipality shall be responsible for ensuring compliance with the Manual on Uniform Traffic Control Devices, and shall defend, indemnify, and hold the County harmless for any violation thereof. Once installed, the Municipality shall be responsible for maintenance, repair, and replacement of these markings.
 - d. If the Municipality plans a streetscape project, the County recommends using stamped or imprinted crosswalks and that these crosswalks be completed *after* the roadway is resurfaced. Crosswalks made from raised materials such as pavers or other types of concrete blocks and headers, or very thick layers of extruded thermoplastic materials, are not recommended. Should the Municipality install

crosswalks of this type, then it is the Municipality's responsibility to maintain them at all times.

- 5. Intersections with Municipal Roads.** Pursuant to N.J.S.A. 27:16-8, the County is only responsible for maintaining County roads between the curb lines. Where no curb exists on a County road, the term curb line refers to the edge of pavement. At intersections, the curb line refers to the imaginary line created by extending the curb or edge of pavement of the County road across the intersection with the municipal road. By executing this agreement, the Municipality agrees and acknowledges that the County does not own, control, maintain, or have any duty to maintain, any portion of the right of way beyond the curb line of the County road, including any right of way that may extend onto a municipal road, except as may otherwise be provided in a formal agreement or resolution of the County Planning Board. The County will, at the Municipality's request, and solely as a courtesy to the Municipality, pave into an intersecting municipal road to meet the prior paving joint or to ensure a smooth pavement transition as directed by the municipality's authorized representative, and, subject to Paragraph 4, "Crosswalks, Striping, and Parking Stalls" above, install traffic markings and symbols and replace crosswalk markings on a municipal road at the intersection with a County road. The Municipality agrees that, notwithstanding this courtesy extended by the County, it is solely the Municipality's responsibility to improve, maintain, and control the intersecting municipal road beyond the curb line of the County road, and that the County is not exercising ownership, control, or accepting any maintenance obligation over any portion of the municipal road by virtue of such paving or other improvements on the municipal road beyond the curb line of the County Road. In consideration for the County agreeing to pave into or make other improvements on the intersecting municipal road, the Municipality hereby agrees to indemnify, defend, save harmless, and release the County, its officers, employees, agents, and contractors, from and against any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages and expenses, including reasonable attorney's fees, which may arise or result from a condition of the intersecting municipal road beyond the curb line of the County Road, including attorney's fees and costs incurred in any appeal.
- 6. Asphalt Berms.** As a courtesy to the Municipality for the sole purpose of directing surface water away from adjacent properties, when repaving a County road with no existing curbs or sidewalks, the County may, at the request of the Municipality and where directed by the municipality's authorized representative, construct asphalt berms at the edge of the County road pavement, within the public right of way, during the primary lay-down of road surface. The Municipality agrees, in consideration for the County's efforts and costs in construction of such berms, that the Municipality shall thereafter assume all responsibility for maintenance, repair, and replacement for the berms and that the County shall not be required to maintain, repair, or replace any such berm the County has constructed. The Municipality hereby agrees to indemnify, defend, save harmless, and release the County, its officers, employees, agents, and contractors, from and against any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages and expenses, including reasonable attorney's fees, which may arise or the County may incur

as a result of the County's construction of asphalt berms as directed by the Municipality. This provision shall extend to the County regardless of the structure or workmanship of the County constructed asphalt berms, and shall expressly include any claim that the berm, howsoever it is maintained, is a dangerous condition under the New Jersey Tort Claims Act.

7. **Traffic Control.** The County uses NJDOT monies to fund the resurfacing program. NJDOT rules require that the contractor set up and maintain a proper and safe work zone with properly trained flagmen at each work location. NJDOT does not permit the use of funds to pay for uniformed police protection. However there are circumstances where the use of uniformed police officers may be required for safe traffic control.
 - a. The Municipality shall provide uniformed police officers, and be solely responsible for the cost thereof, in the following circumstances:
 - i. When intersecting roadways cannot be fully closed to traffic during installation of underground traffic signal conduit; installation of underground storm-water drainage systems; installation of new overhead traffic signal hardware or removal of existing traffic signal hardware; work is being performed within 100' of a signalized intersection; pavement milling operations; final paving operations; and signal "turn-on."
 - ii. When requested by the County Division of Engineering or Department of Public Works.
 - b. Nothing herein shall prohibit the Municipality from assigning Municipal uniformed police officers for additional protection on its own initiative, over and above the contractor's responsibilities, at the Municipality's sole cost and expense.
 - c. The Municipality agrees that the aforementioned traffic control procedure shall apply to all future work by the County of Bergen, and its contractors, performing work that is a County responsibility within public right-of-ways of County roads.
8. **Road Opening Permits.** The Municipality agrees that once a County road is resurfaced, the Municipality will procure a road opening permit for any Municipality controlled project or Municipal utility company project. The Municipality agrees to meet all requirements and specifications the restoration of the County's roads.
9. **Terms Defined:** Unless otherwise apparent from the context, the terms used herein shall have the meanings set forth in the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways ("MUTCD"), including its 2012 revisions.
10. **Approval.** This Agreement has been approved by the governing bodies of the County and the Municipality, pursuant to N.J.S.A. 40A:65-5.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the dates signed below.

WITNESSED

Patricia Rodriguez

COUNTY OF BERGEN

By:

[Signature]
James J. Tedesco, III, County Executive or
✓ Julien X. Neals, Acting County Administrator

Date:

3.9.17

WITNESSED

Municipality:

Borough of Fort Lee
[Signature]

By:

Al Restaino

Date:

August 11, 2015