

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: County of Bergen COUNTY: Bergen

RECIPIENT: Borough of Tenafly COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Road resurfacing of county roads in the Borough of Tenafly

EFFECTIVE DATE: October 14, 2011

EXPIRATION DATE: no date listed

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT To be determined

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

Tenafly, N.J. on October 13, 2016

[Signature]
Borough Clerk

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION #R16-335

OFFERED BY: C. Park

SECONDED BY: C. Stefanowicz

At a Regular Meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on October 13, 2016.

WHEREAS, the Borough of Tenafly has determined that by entering into a Shared Services Agreement with the County of Bergen regarding the road resurfacing projects for county roads will enable such projects to be completed in a timely fashion to the benefit of residents and motorists; and

WHEREAS, the Borough is authorized to enter into a shared services agreement in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c.63; and

WHEREAS, County Counsel has prepared a form of Shared Services Agreement entitled, "SHARED SERVICES AGREEMENT - County Road Resurfacing, a copy of which is annexed to this Resolution as Exhibit A.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Tenafly, hereby approves the aforementioned Shared Services Agreement with the County of Bergen; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute said Contract on behalf of the Borough of Tenafly.

	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
BARZELATTO	✓				PARK	✓			
BASCH	✓				STEFANOWICZ	✓			
HAIDER				✓	ZINNA				✓

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON October 13, 2016

[Signature]
Lissette Aportela, MPA, EMC, CMC
Borough Clerk

SHARED SERVICES AGREEMENT

County Road Resurfacing

The County of Bergen ("County") and the Borough of Tenafly ("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

COUNTY OF BERGEN

By:

James J. Tedesco, III
County Executive

Date:

WITNESSED

Municipality:

Borough of Tenafly

By:

[Signature]

Date:

October 14, 2016

[Signature]
Borough Clerk



2015

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

WMB
8/19/15

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Ganz	✓			
Sullivan	✓			
Tanelli	✓			
Zur	✓			
Chairwoman Voss	✓			
TOTALS	7	-	-	-

Resolution No. 963-15
 Date: August 19, 2015
 Page: 1 of 2 (plus Exhibit A)
 Department/
 Division: Department of Public Works
 Purpose: Authorize shared services agreement
 between the County of Bergen and the
 various municipalities for Road
 Resurfacing Projects
 Account No. _____
 Contract No. _____
 Dollar Amount: n/a
 Prepared By: TC/dz

Offered by: Sullivan
 Seconded by: Zur
 Approved by: Dz

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders
 on above date at the Regular Meeting by:

Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

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

WHEREAS, maintenance of the County roads requires periodic resurfacing for the
 benefit of the drivers and residents of Bergen County; and

WHEREAS, the County's Department of Public Works performs this resurfacing through
 periodic Road Resurfacing Projects; and

WHEREAS, the County's Road Resurfacing Projects require cooperation and coordination between the County and the seventy municipalities in which the County roads are located; and

WHEREAS, a formal agreement between the County of Bergen and the seventy municipalities in which the County will undertake road resurfacing activities will serve to memorialize the respective responsibilities of the County and the municipality in connection with a Road Resurfacing Project; and

WHEREAS, N.J.S.A. 40A:65-4(a)(1) states, in part, that "[a]ny local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction;" and

WHEREAS, the County and the seventy municipalities within Bergen County are "local units" under N.J.S.A. 40:65-4(a)(1), authorized to enter into shared services agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, County Counsel has, with the input of the Department of Public Works (Supervisor of Roads) and the Department of Planning and Engineering (County Engineer), prepared a form of shared services agreement for execution between the County of Bergen and each municipality in which the County will carry out its Road Resurfacing Project, a copy of which is annexed hereto as Exhibit A; and

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders, upon the recommendation of Tom Connolly, Supervisor of Roads, and Joseph Femia, County Engineer, as follows:

1. The recitals set forth above are hereby incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby approve and authorize the execution of a shared services agreement between the County and each municipality in which the County will be performing a Road Resurfacing Project, in substantially the form annexed hereto as Exhibit A.
3. The County Executive is hereby authorized to execute a shared services agreement with each of the municipalities in a form determined by County Counsel to be in substantially the form annexed as Exhibit A.



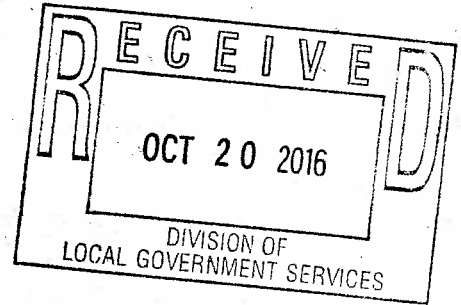
Borough of Tenafly

100 RIVEREDGE ROAD
TENAFLY, NEW JERSEY 07670
(201) 568-6100

OFFICE OF THE
BOROUGH CLERK

October 18, 2016

New Jersey Department of Community Affairs
Division of Local Government Services
Timothy Cunningham, Director
101 S. Broad Street
P. O. Box 803
Trenton, NJ 08625-0803



Re: 2016 Shared Services Contracts

Dear Mr. Cunningham,

Enclosed are copies of Shared Services Contracts approved in 2016, to date:

- Short Term Emergency Sharing of Fire Apparatus - Borough of Tenafly and County of Bergen
- Voice Over IP Telephone System - Borough of Tenafly and Tenafly Board of Education
- County Road Resurfacing - Borough of Tenafly and County of Bergen

Should you have any questions or require additional information, feel free to contact me at laportela@tenafly.net or 201-568-6100, ext. 5542.

Sincerely,

Lissette Aportela, MPA, RMC, CMC
Borough Clerk

Cc: J. Thompson-Chin, Borough Administrator
S. Corrado, Chief Financial Officer

*Please resubmit these agreements (3 separate)
with the enclosed shared services cover sheet
Thank you*