

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Bergen COUNTY: Bergen

RECIPIENT: Borough of Oakland COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

snow plowing of County roads

EFFECTIVE DATE: September 12, 2018

EXPIRATION DATE: two snow seasons

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.



Borough of Oakland
Bergen County, New Jersey

Resolution 18-292

Authorize Snow Plow Agreement with Bergen County

WHEREAS, as part of its snowplowing operations, the Borough of Oakland clears various county roads located within the Borough; and

WHEREAS, the Borough is entitled to be reimbursed by the County of Bergen for such services;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and is hereby authorized and directed to execute an agreement by and between the County of Bergen and the Borough of Oakland, in the form annexed hereto and made a part hereof, with respect to the snowplowing operations by the Borough on County roads, including compensation therefor.


LINDA H. SCHWAGER, MAYOR

ATTEST:


LISA M. DUNCAN, BOROUGH CLERK

September 12, 2018
Date Adopted

	Motion	Second	Ayes	Nays	Abstain	Absent
Biale	✓		✓			
Knapp			✓			
Kulmala			✓			
Levy		✓	✓			
Pignatelli			✓			
Talamini			✓			
Mayor Schwager						

COUNTY OF BERGEN – SHARED SERVICES AGREEMENT – SNOW PLOWING/SALTING

THIS AGREEMENT made on the _____ day of _____, 2018 by and between the COUNTY OF BERGEN, a body politic and corporate of the STATE OF NEW JERSEY, acting by and through the Director of Public Works, hereinafter referred to as the "County" and _____, a municipal corporation of the STATE OF NEW JERSEY, herein referred to as the "MUNICIPALITY."

WHEREAS, The Board of Chosen Freeholders of the County of Bergen is authorized by N.J.S.A. 27:16-33, to cause snow to be plowed from the County owned or County controlled roads; and

WHEREAS, it is the desired plan of the County to employ the services of the Municipality for snow plow operations and salting on county roads located within the Municipality for a **period of two snow seasons.**

NOW, THEREFORE, for the consideration hereinafter stated, the parties hereto agree as follows:

(1) The Municipality agrees that it will furnish the necessary equipment and personnel required to perform snow plowing operations on County roads located within the Municipality for the two winter seasons commencing October 1, 2018, and ending April 30, 2020.

(2) The Municipality, through the Superintendent of Public Works or other designated official, will have complete supervision of snow plow operations. The Municipality agrees it will commence plowing of County roads simultaneously with operation on municipal streets once snow reaches a minimum depth of two (2) inches, and it appears that snowfall will continue. The Municipality agrees to keep the County Snow Control informed of the progress of the snow plowing operations.

(3) The Municipality agrees that it shall defend and save the County of Bergen harmless from any and all claims that may be filed either in equity or law, arising from the performance of this Agreement, and that it shall secure and maintain throughout the duration of this Contract, comprehensive Automobile Liability insurance in an amount not less than \$1,000,000 CSL (combined single limit) and general liability insurance in an amount not less than \$1,000,000 per occurrence and Umbrella Excess Liability Insurance in an amount not less than \$4,000,000 per occurrence. The Municipality further agrees that the County of Bergen shall be provided a Certificate of Insurance naming the County of Bergen as an additional insured with respect to services performed under this Contract, and evidencing the minimum limits of insurance coverage set forth in this Agreement.

(4) The County will compensate the Municipality for conducting said snow plow operations at a rate of one hundred and ten dollars (\$110) per hour of active plowing. The County will not be required to pay for standby time. To receive prompt payment, Municipality agrees to submit County of Bergen Direct Vouchers within five (5) days after completion of snow plowing of each storm. Municipality understands and agrees that the County will not pay vouchers submitted more than thirty days after the storm. The County may audit the Municipality's records to confirm the information set forth in the Voucher and the payment due to Municipality for each storm.

(5) The County will, during the term of this agreement, continue to provide the Municipality with salt consistent with the past practice, sufficient to allow the Municipality to salt the County roads in the same manner and whenever weather conditions are such that the Municipality salts its municipal streets.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement in the manner provided by law, the day and year after above written.

(Name of Municipality)
BY: Richard Schwager
(signature)
Title: Mayor
Date: 9/12/18
Attest: Lisa McDunna

COUNTY OF BERGEN

BY: _____
James J. Tedesco, III, County Executive, or
Julien X. Neals, Acting County Administrator

Date: _____

Attest: _____