

February 13, 2014

**RESOLUTION #67-2014**  
**BOROUGH OF HIGH BRIDGE**  
**COUNTY OF HUNTERDON**  
**STATE OF NEW JERSEY**  
**SHARED SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**THE HIGH BRIDGE SCHOOL DISTRICT**  
**AND**  
**BOROUGH OF HIGH BRIDGE**

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq., entered into between the High Bridge School District, a body politic and corporate of the State of New Jersey with offices located at 50 Thomas Street, High Bridge, NJ 08829, and the Borough of High Bridge a municipal corporation of the State of New Jersey with offices located at 71 Main St, High Bridge NJ 08829. The date of execution of this Agreement is the 13th day of February, 2014.

WHEREAS, the High Bridge School Board seeks to provide for the efficient and effective removal of snow on School drives and parking lots and throughout the High Bridge School District; and

WHEREAS, the School recognizes that Borough of High Bridge may be able to remove snow from designated School lots at the earliest possible time, during the course of or immediately following a winter storm; and

WHEREAS, the School Board of the High Bridge School Board is desirous of entering into a Shared Services Agreement with the Borough of High Bridge for the provision of snow removal and deicing from designated School roads in exchange for compensation of \$120.00 per hour and the prorated share for materials used for deicing; and

WHEREAS, by resolutions adopted the School Board, the proper School officials were authorized to execute an appropriate Agreement with the Borough; now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

## TERM

This agreement shall be for a period of one (1) year following its execution and shall be able to be terminated upon ten (10) days written notice by either party to the other.

## DEFINITIONS

The term “winter storm” as used in this agreement shall refer to ice or snow accumulation on roadways in Borough which:

1. In the subject of a “winter storm” declared by the Administrator of the Borough, Director of the Department of Public Works and/or his designee, which results in the mobilization of salting or plowing procedures by the Borough on Borough roads.

## MUNICIPALITY’S RESPONSIBILITIES

The Municipality shall provide for municipal snow plowing, salting and sanding (hereinafter “maintenance”), curb to curb of School roads and parking lots, during and immediately after each winter storm of the “2014-2015” storm season.

Maintenance shall be for the duration of each winter storm and for the 24-hour period immediately after the end of precipitation (hereinafter “treatment period”). Maintenance shall be performed by the Municipality, on an as needed basis, at the request of and under the direction of the School’s Business Administrator or their designee responsible for storm operations. Additional maintenance shall be undertaken by the Municipality in accordance with the standards set for each winter storm by School’s Business Administrator or their designee as measured by the maintenance undertaken on roads similar to those located within the Municipality, for which the Borough retains direct storm maintenance responsibility.

The School’s Business Administrator or their designee shall, by facsimile or telephone, advise the Municipality of the need for additional maintenance services required of the Municipality on School property, which are the subject of this agreement.

It is imperative that the School district contact the Borough Department of Public Works immediately upon maintenance obligations. The District must contact the Borough Department of Public Works at any time throughout the day or night by calling the Director of Public Works or the Road Supervisor’s cell phone at (908) 892-7218 and 908-892-8333 respectively.

Borough shall upon notification of the erection of the “No Parking” signs shall pass an ordinance regarding the towing of vehicles in signed locations.

## SCHOOL’S RESPONSIBILITIES

For each winter storm, the District shall reimburse the Borough in the Amount of \$120.00 per hour of road surface maintained. Within 5 days following the 24 hour period after the end of

each winter storm, the Borough shall complete the form provided by the School, and identify date and time in and time out for all services rendered for reimbursement for each storm.

School shall have placed signs indicating no parking when lot is snow covered, vehicles subject to towing at the owners expense.

#### ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-1 et seq., if any party performing a service on behalf of another party or parties to this agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the agreement for the work to be performed by a private contractor under such agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40 A: 11-1 et seq.).

#### AUDIT

Pursuant to the Single Audit Act of 1984, the Borough agrees to permit the District and/or its agents to examine any and all records relevant to this agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports, and documents relative to this agreement.

#### INDEMNIFICATION

The District shall indemnify, hold harmless and defend the Borough, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this agreement.

#### INSURANCE

The Municipality shall provide and maintain during the term of this agreement adequate insurance coverage for the services to be performed pursuant to this agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance.

#### NOTICE

All notice hereunder shall be in writing and mailed, postage paid, to the School by directing the same to the Business Administrator and to the Municipality by directing the same to the Municipal Clerk.

#### MISCELLANEOUS

The following provisions shall apply to this agreement:

## Construction of this Agreement

The parties acknowledge that this agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

## Amendments

This agreement may not be amended, altered, or modified in any manner except in writing signed by the parties hereto.

## Headings

This section any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this contract.

## Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement shall be binding upon all parties hereto.

## Entire Agreement

This agreement shall consist of the entire agreement of the parties and it is acknowledged that there is no side or oral agreements relating to this undertaking set forth herein.

## Assignability

This agreement and all rights, duties, and obligations contained herein may not be assigned without the Borough's prior written permission.

## Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

## Americans with Disabilities Act

The American with Disabilities Act provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

## Funding

This agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

Binding Agreement

This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this agreement.

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CHAIRMAN OF THE BOARD

ATTEST: HIGH BRIDGE SCHOOL BOARD

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CLERK, BOARD OF EDUCATION

MAYOR

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Mark Desire

CLERK

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Diane Seals RMC

**CERTIFICATION**

I, Diane L. Seals, Municipal Clerk, hereby certify that this resolution was duly adopted by the Borough of High Bridge Common Council at a meeting duly held on the 13<sup>th</sup> of February, 2014; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.

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Diane L. Seals, Municipal Clerk, RMC