

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 (hereafter referred to as “School” or “District”), and the Borough of High Bridge a municipal corporation of the State of New Jersey with offices located at 97 West Main St, High Bridge NJ 08829 (hereafter referred to as “Borough” or “Municipality”). This Agreement is renewed and reaffirmed as of the 15th day of March 2021.

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 District 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 \$125.00 per hour for Borough employees and the prorated share for materials used for deicing, and other minor construction repair services, which shall be documented in itemized fashion per service date and mutually agreed to by both parties; and

WHEREAS, by resolution adopted by the School Board, the proper School officials were authorized to execute an appropriate Agreement with the Borough; and

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

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

1. 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.

2. DEFINITIONS . The term “winter storm” as used in this agreement shall refer to ice or snow accumulation on roadways in the Borough which is 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.

3. 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 “2021-2022” storm season and for each subsequent season in which this agreement may be renewed and reaffirmed.

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. Municipality shall maintain School roads and parking lots in accordance with the same standards 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 any additional maintenance services required of the Municipality on School property, subject to the terms 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 “No Parking” signs by the School shall pass an ordinance regarding the towing of vehicles in signed locations.

4. SCHOOL’S RESPONSIBILITIES

Upon execution of this Agreement, School shall identify the roads and parking lots that are subject to this Agreement and provide the same to the Borough.

For each winter storm, the District shall reimburse the Borough in the Amount of \$125.00 per hour for Borough employee services as described herein. Overtime will be billed at \$150.00 per hour and double time at \$175.00 per hour. Overtime shall be the hours between 3:30 pm and 7:00 am, Monday to Friday. Double time shall be considered as the hours between 3:30 pm and 7:00 am Friday to Monday, and all scheduled Legal Borough Holidays regardless of hours,

subject to a four-hour minimum call-in charge. 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.

Hourly rates will be based on hours worked or minimum call-in rates for Borough employees as specified in this agreement. Except as specified above with respect to prorata costs of materials and supplies used for deicing and minor construction repairs incident to the winter storm, payment by the District for Borough employee hourly rates shall constitute full compensation for all services rendered by the Borough, including but not limited to all equipment and other materials and supplies. "Minor construction repairs" means repairs to School roads and parking lots involving damage caused by a winter storm that is necessary to ensure safe utilization, including such things as speed bumps or curbing. Prior to undertaking any such repair that is estimated to exceed \$ 500.00 (five hundred), the Borough shall first confer with the District's Business Administrator whose consent shall be required before the Borough is authorized to proceed with the repair.

Schools shall place signs indicating no parking when lots are snow covered and vehicles are subject to towing at the owner's expense and shall notify the Borough when the signs are installed.

All speed bumps and curbing must be properly marked out by the High Bridge School District.

5. 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.).

6. 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.

7. INSURANCE. The School shall provide a certificate of insurance naming the Municipality as a loss payee and shall maintain coverage during the term of this agreement regarding the services to be performed pursuant to the agreement. Said insurance shall include but not be limited to general liability and property damage in the amount no less than \$5,000,000 (five million dollars).

8. INSURANCE. The Municipality shall provide a certificate of insurance naming the School as a loss payee and shall maintain coverage during the term of this agreement regarding the services to be performed pursuant to this agreement. Said insurance shall include but not be limited to general liability, property damage in the amount of no less than \$5,000,000 (five million dollars), and workers compensation insurance.

9. NOTICE. All notices 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.

10. MISCELLANEOUS. The following provisions shall apply to this agreement:

A. 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.

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

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

D. 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.

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

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

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

H. 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.

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

J. 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.

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

L. This agreement shall be filed with the New Jersey Division of Governmental Services/Department of Community Affairs.

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.

ATTEST:

HIGH BRIDGE SCHOOL BOARD

CLERK, BOARD OF EDUCATION

By: _____
PRESIDENT OF THE BOARD

ATTEST:

BOROUGH OF HIGH BRIDGE

Adam Young, RMC

By: _____
Michele Lee, Mayor