

County of Passaic

Board of County Commissioners



OFFICE OF COUNTY COMMISSIONERS

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Administrator
Nadege D. Allwaters, Esq.
County Counsel
Louis E. Imhof, RMC
Clerk Of The Board

Date: Jul 16, 2024 - 5:30 PM

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF RINGWOOD FOR DESIGN AND INSTALLATION OF A PEDESTRIAN CROSSING ON SKYLINE DRIVE IN THE BOROUGH OF RINGWOOD, NEW JERSEY PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

THIS RESOLUTION WAS REQUESTED BY:
ENGINEERING

REVIEWED BY:

Matthew P. Jordan, Esq.

APPROVED AS TO FORM AND LEGALITY:

Nadege D. Allwaters, Esq.

Official Resolution#	
Meeting Date	7/16/2024
Introduced Date	7/10/2024
Adopted Date	
Agenda Item	40.
CAF#	
Purchase Req. #	
Result	

Public Works

COMMITTEE NAME

RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF RINGWOOD FOR DESIGN AND INSTALLATION OF A PEDESTRIAN CROSSING ON SKYLINE DRIVE IN THE BOROUGH OF RINGWOOD, NEW JERSEY PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

WHEREAS, the County of Passaic (hereafter “County”) is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

WHEREAS, pursuant to N.J.S.A. 40:20-1 the Board of County Commissioners of the County of Passaic (hereafter “Board”) is vested with managing the property, finances, and affairs of the County; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes the County to 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 Passaic County Engineer recommending a shared service agreement be authorized between the County of Passaic and the Borough of Ringwood for the design and installation of the Pedestrian Crossing on Skyline Drive near the intersection of Skyline Drive and Fieldstone Drive in the Borough of Ringwood, (a copy of which is attached and made part of this resolution); and

WHEREAS, this matter was discussed at the July 3, 2024, meeting of the Public Works Committee and is being recommended to the Board for approval.

NOW, THEREFORE, LET IT BE RESOLVED, pursuant to N.J.S.A. 40A:65-1, et seq. that the Shared Services Agreement between the County of Passaic and the Borough of Ringwood for the design and installation of the Pedestrian Crossing on Skyline Drive near the intersection of Skyline Drive and Fieldstone Drive in the Borough of Ringwood is hereby authorized.

LET IT BE FURTHER RESOLVED, that pursuant to N.J.S.A. 40A:65-(b) a copy of the Shared Services Agreement shall be filed, for informational purposes, with the Division of Local Government Services.

LET IT BE FURTHER RESOLVED, that the Clerk to the Board, County Counsel, and Director of the Board are authorized to take any other action necessary to carry out the purposes of this resolution.

PCR

July 16, 2024

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF PASSAIC

and

BOROUGH OF RINGWOOD

for the Design and Installation of a Pedestrian Crossing on Skyline Drive

PREPARED BY:

The Office of the Passaic County Counsel
401 Grand Street, Room 214
Paterson, New Jersey 07505
Phone: (973) 881-4466
Fax: (973) 881-4072

THIS SHARED SERVICES AGREEMENT (hereafter “Agreement”), dated this _____ day of _____, 2024, by and between the **COUNTY OF PASSAIC**, a body politic and corporate of the State of New Jersey (hereafter “**County**”), with its principal offices located at 401 Grand Street, Room 205, Paterson, New Jersey 07505, and the **BOROUGH OF RINGWOOD**, a body politic and corporate of the State of New Jersey (hereafter the “**Borough**”), with its principal offices located at 60 Margaret King Avenue, Ringwood, New Jersey 07456 shall be collectively referred to as the “**Parties**” throughout the Agreement.

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., allows for any local unit to enter into an agreement with another local unit to provide or receive services that each participating in the agreement is empowered to provide or receive within its jurisdiction, as set forth in N.J.S.A. 40A:65-7; and

WHEREAS, the County and the Borough have agreed to enter into an agreement to work collectively to improve pedestrian safety along Skyline Drive by developing a pedestrian crosswalk within the vicinity of the Fieldstone Plaza and Rachlin Shopping Plaza approximately 300 feet north of the Fieldstone Drive and Skyline Drive intersection; and

WHEREAS, the pedestrian crosswalk will improve pedestrian safety and the flow of traffic along Skyline Road; and

WHEREAS, the scope for the pedestrian crosswalk will include: 1) installation of a rectangular rapid flashing beacon (RRFB”), 2) incorporation of an eight-inch (8in) thermoplastic crosswalk striping, and 3) construction of an ADA ramp; and

WHEREAS, the County and the Borough have further agreed, as set forth herein, to allocate certain responsibilities related to the design and installation of the pedestrian crosswalk; and

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, the County and the Borough agree to perform in accordance with the provisions, terms, and conditions set forth in this Agreement as follows:

I. Nature and Extent of Services to be Performed. The County and the Borough agree to undertake the design and installation of a pedestrian crosswalk at Skyline Drive in the Borough, of Ringwood, County of Passaic, New Jersey, to enhance the safety of both pedestrians and motorists alike.

(a) The Borough agrees to:

1. Retain the services of a consultant to formalize the crosswalk plan and potential NJDEP permit. The proposed pathway for the crosswalk may be situated within the vicinity of shopping centers, which contain an existing detention basin or wetland area.
2. Construct the ADA ramps on the crosswalk design.
3. Perform the striping, including hiring a striping contractor, if necessary.
4. Enter into an agreement with the County on the RRFB.
5. Assume and accept all responsibility, ownership, and control of the RRFB after the installation is completed by the County.

(b) The County agrees to:

1. Obtain an updated quote for the RRFB.
2. Purchase the RRFB using the Ringwood Corridor Enhancement Funds.
3. Enter into an agreement with the Borough on the RRFB.
4. Purchase the RRFB and fabricate any signage.
5. Install the RRFB & signage at the same time that the Borough constructs the ADA ramps.
6. Provide the Borough with notice regarding the completion of the RRFB.

(c) **Incorporation of Recitals.** The above recitals are incorporated into this section of this Agreement as if fully set forth at length herein.

(d) **Termination of This Agreement.** This Agreement may be terminated by either party upon twenty (20) days advance written notice to the other party.

(e) **Quality and Scope of Performance.** Employees of the Borough's and County's Department of Public Works will at all times perform the work required by this Agreement in a professional workmanlike manner. If any complaints are received regarding the level of performance or professionalism of any employee of the Department of Public Works, said complaints will be handled through the respective Public Works Department against whom the complaints were lodged, and appropriate measures will be immediately taken to correct the situation which resulted in the complaints.

(f) **Independent Entities -Supervision and Control.** Nothing in this Agreement will be constructed to provide the Borough or the County with any authority or supervision over the internal administration and operation of each other, or their employees, officers, and contractors in connection with the provision of the services which are the subject of this Agreement. The Parties agree that they will be solely responsible for the supervision, management, compensation, or other costs, training, or control of their respective personnel,

equipment, and resources. This Agreement will not be deemed to vest or impose authority or responsibility on the County for the Borough's employees, or likewise on the Borough for County employees. Each party will maintain its own staffing, equipment, and materials necessary for the performance of this Agreement, at its own expense.

(g) **Severability/Waiver.** All agreements and covenants contained herein are severable, and in the event, any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party. If any provision contained in this Agreement is breached by either party and thereafter such breach is waived by the non-breaching party, such waiver will be limited to the particular breach so waived and shall not constitute a waiver of any breach hereunder.

(h) **Indemnification.** To the fullest extent allowable by the law, each party, their successors, and assigns shall hold harmless, indemnify, defend, and release the other party and their members, directors, officers, employees, agents, contractors, successors, and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with the other party's performance, attempted performance, or failure to perform in connection with this Agreement or other activities as described in the Agreement, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this Agreement, regardless of cause, unless due to the negligence of any of the indemnified parties.

(i) **Governing Law.** This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

(j) **Notice.** All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first-class mail to the Parties at the following addresses unless a party has been notified of a change of address:

To: County of Passaic
Office of the County Counsel
Administration Building
401 Grand Street, Room 214
Paterson, NJ 07505
ATTN: Nadege D. Allwaters, Esq.

To: Borough of Ringwood
60 Margaret King Avenue
Ringwood, New Jersey 07456
ATTN: Richard Clemack Esq.

(k) Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.

(l) Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit any scope of any provision of this Agreement.

(m) Amendments and Modifications. This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein. Moreover, for the amendment to be valid and binding on the Parties, it must be accompanied by a resolution authorizing same.

(n) Authority. By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained therein.

IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date set forth below:

Attest:

COUNTY OF PASSAIC

Louis E. Imhof, III
Clerk, Board of County Commissioners

John Bartlett
Director, Board of County Commissioners

As to form and legality:

Nadege D. Allwaters, Esq.
Passaic County Counsel

Attest:

BOROUGH OF RINGWOOD

Clerk, Borough of Ringwood

Mayor

