

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF ESSEX

33

RESOLUTION NO. _____

AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)

PROPOSED BY: COUNTY EXECUTIVE

AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS -
RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE COUNTY OF ESSEX AND THE NEW YORK - NEW JERSEY TRAIL CONFERENCE FOR
EAGLE ROCK RESERVATION

WHEREAS, The New York - New Jersey Trail Conference and Essex County desire to enter
into a Memorandum of Understanding to plan, develop, maintain and protect trails within Essex
County Eagle Rock Reservation; and

WHEREAS, The New York - New Jersey Trail Conference is a not-for -profit membership
association engaged in the protection, management and maintenance of publicly accessible and
authorized trails in the New York - New Jersey area; and

WHEREAS, it shall be the intent of the Memorandum of Understanding (see attached) to plan,
develop, maintain and protect trails within Essex County Eagle Rock Reservation with assistance
from volunteers organized by the Trail Conference; and

WHEREAS, the term of the Memorandum of Understanding will be 20 years from the date of
approval by the Essex County Board of Commissioners; and

NOW THEREFORE BE IT RESOLVED, by the Essex County Board of County
Commissioners that it hereby authorizes the attached MOU Between Essex and The New York - New
Jersey Trail Conference for Eagle Rock Reservation; and

BE IT FURTHER RESOLVED, that the County Executive and the Clerk to the Board be authorized to execute this MOU on behalf of the County of Essex; and

BE IT FURTHER RESOLVED, that a copy of this Resolution with the MOU shall be open for public inspection at the Office of the Clerk to the Board after adoption of this Resolution; and

BE IT FURTHER RESOLVED, that the Clerk shall forward one (1) copy of this Resolution and MOU to Jerome St. John, Essex County Counsel, and one (1) copy to County Administrator Robert Jackson and one (1) copy to the Department of Parks, Recreation and Cultural Affairs.

Approved as to form and legality



Date



ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Commissioner

Second by Commissioner

Commissioner	Yes	No	N.V.	ABS	Commissioner	Yes	No	N.V.	ABS
Cooper					Mercado				
Gill					Pomares, V.P.				
Graham					Richardson, Pres.				
Johnson					Sebold				
Luciano									

It is hereby certified that the foregoing Resolution was () adopted () defeated () tabled by roll call vote at a _____ meeting of the Board of County Commissioners of the County of Essex, New Jersey held on _____.

Is Publication Required () Yes () No

Date Published _____

Wayne L. Richardson, President



COUNTY OF ESSEX

DECISION MEMORANDUM

BOARD AGENDA ITEM

COUNTY EXECUTIVE

COUNTY ADMINISTRATOR

Parks

DEPARTMENT: _____

DIVISION: _____

TO: Robert Jackson
County Administrator

FROM: Daniel K. Salvante, Director

DATE: February 9, 2023

RE: **Accept, Insert and Execute a Memorandum of Understanding with the New York-New Jersey Trail Conference for Eagle Rock Reservation**

INTRODUCTION

The New York-New Jersey Trail Conference (Trail Conference) is a not-for-profit membership association engaged in the protection, management, and maintenance of publicly accessible and authorized trails in the New York-New Jersey area. This Memorandum of Understanding (MOU) is to plan, develop, maintain, and protect trails within Essex County Eagle Rock Reservation with assistance from volunteers organized by the Trail Conference. The term of the MOU is twenty (20) years.

RECOMMENDATION

It is recommended that the Essex County Board of County Commissioners approve this MOU.

REASON FOR RECOMMENDATION

The Trail Conference has a proud history of helping the local community. Partnering with the organization will help bring many new opportunities for children and the public residing near Eagle Rock Reservation.

FISCAL IMPACT

The only fiscal impact is providing supplies when needed.

FEB 10 2023

MEMORANDUM OF UNDERSTANDING
Between
County of Essex
AND
New York-New Jersey Trail Conference

The New York-New Jersey Trail Conference (Trail Conference) is a not-for-profit membership association engaged in the protection, management, and maintenance of publicly accessible and authorized trails in the New York-New Jersey area.

Section 1 - Purpose

1.1 This Memorandum of Understanding (MOU) is to plan, develop, maintain, and protect trails within Essex County Eagle Rock Reservation owned by the County of Essex, Essex County Department of Parks, Recreation and Cultural Affairs (Essex County Department of Parks) with assistance from volunteers organized by the Trail Conference.

1.2 This MOU applies to the trails or trail sections listed and described in Annex A, including any buffer strips abutting the trail walkway, as described in Annex A. It may be amended in writing by the Essex County Department of Parks and Trail Conference to include additional trails situated on park lands or on other County-owned lands, including lands acquired by the County after the date of this MOU.

Section 2 - Responsibilities of the Trail Conference

The Trail Conference shall:

2.1. Supply trained maintainers who provide their own tools, work independently, and schedule their work trips at their own convenience. They report to a supervisor who in turn regularly communicates with the local trail committee chair. Either the Trail Conference supervisor or committee chair shall advise the Essex County Department of Parks, Recreation and Cultural Affairs on the progress of the trail work and on conditions and problems that have been so noted.

2.2 Assign trail maintainers as per Trail Conference practices. The maintainers visit and report on their assigned trail segment at least twice a year (spring and fall) and more frequently when conditions require. At these times the maintainers:

1. Blaze the trails and rebuild cairns;
2. Clip and trim brush to keep the trail open and passable;
3. Clean water bars and their outflow channels to control erosion;
4. Remove fallen trees and limbs, except when too large to handle with hand tools;
5. Remove litter and graffiti (if possible); and
6. Report trail conditions and problems to their volunteer supervisor.

Additional information regarding scope of work and standards can be found in the Trail Maintenance Manual (www.nynjtc.org/document/trail-maintenance-manual).

2.3. Provide the Essex County Department of Parks with a site-specific trail plan for all new trails. These plans will be written by one of the Trail Conference's experienced trail designers and are to be approved by the Essex County Department of Parks.

2.4. Schedule projects to restore or relocate trails with conditions which are due to but not limited to poor design, environmental impacts, severe weather, overuse, motorized vehicles, and other factors. Such projects require the advance approval of the Essex County Department of Parks and are performed and scheduled by the Trail Conference subject to availability of materials and labor.

2.5. Have general liability insurance coverage for its volunteers performing their assigned tasks.

2.6. Trail Conference staff and volunteers who are certified chain sawyers are permitted to operate chainsaws and their work does not require prior permission to remove blowdowns.

Section 3 - Responsibilities of the County of Essex (Essex County Department of Parks)

When necessary and as deemed by the County of Essex, the Essex County Department of Parks shall:

3.1. Obtain, as needed and at its discretion, any licenses, permits, and approvals for the construction of any improvements to the land, such as trails, bridges, lean-tos, privies, retaining walls, or buildings of any kind. Where engineering plans, designs, or surveys are required, the County shall obtain the required plans and permits.

3.2. Supply tag blazes, kiosks or signs.

3.3. Conduct environmental impact surveys and the filings of any applications, forms, or reports that may be required by any level of government or by a granting or regulatory agency.

3.4. Arrange for the transportation of materials for construction of bridges, boardwalks, etc. to the nearest location to the work site that a vehicle may approach such as a parking area or trailhead.

3.5. Be responsible for enforcing the rules that govern the use of the trails by the public.

Section 4 - Joint Responsibilities

The Trail Conference and the Essex County Department of Parks together shall:

4.1 Apply for grants to provide materials for the construction of bridges or other structures along the trails.

4.2 Provide the verbiage for signs. If the Trail Conference requests, signs and other displays developed for the trails will recognize the role of the Trail Conference.

4.3 Seek out and find suitable projects for youth, school, civic, and corporate groups wishing to assist with trail projects.

Section 5 - Liability and Insurance

Vendor specifically agrees to maintain the following insurance coverages in the limits provided below:

(a) Vendor shall provide Commercial General Liability insurance on an occurrence basis with a combined limit for bodily injury, personal injury and property damage of at least \$2,000,0000 per occurrence and in the aggregate. The limit may be provided through a combination of primary and umbrella/excess liability policies. The Contractor's Commercial General Liability Insurance shall include premises - operations (including explosion, collapse and underground coverage) elevators, contingent liability, contractor's liability, independent construction managers, products-completed operations (for at least two years after the date of final completion), and blanket contractual liability on all written contracts, all including broad form property damage coverage.

Vendor shall, by specific endorsements to its primary commercial general liability and umbrella/excess policies, name the following as Additional Insureds thereunder:

(i) County of Essex

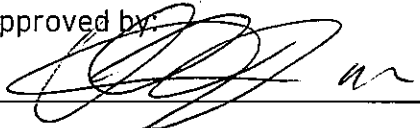
The additional insured endorsements shall be on a form at least as broad as ISO Form CG2010 11/85 or its equivalent and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured. This requirement applies to all policies under which the above parties are required to be named as Additional Insureds. The additional insured coverage shall include completed operations coverage for the Additional Insureds for a period of not less than 24 months after completion of the project.

Vendor shall, by specific endorsement to its primary commercial general liability policy and automobile liability policy, cause the coverage afforded to the Additional Insureds thereunder to be primary to and not concurrent with any other valid and collectible insurance available to the Additional Insureds.

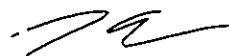
Section 6 - Modification or Termination

5.1 The term of this Agreement shall be for twenty (20) years, commencing on the date of signature by both parties. Either party may withdraw from the relationship described above upon 90 days written notice to the other party. At the completion of the Agreement, the Parties understand they will need to enter into a new multi-year Agreement.

Approved by:



Joseph N. DiVincenzo, Jr.
Essex County Executive

Dated: 2/28/23

Executive Director
New York-New Jersey Trail ConferenceDated: February 8, 2023