

RESOLUTION NO. 2021-50

**AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF ABERDEEN AND THE TOWNSHIP
OF MARLBORO FOR ROAD IMPROVEMENTS**

WHEREAS, the Township of Aberdeen is a municipal corporation of the State of New Jersey; and

WHEREAS, the Township of Marlboro is a municipal corporation of the State of New Jersey; and

WHEREAS, Aberdeen and Marlboro seek to enter into a shared services agreement for roadway improvements to Greenwood Road, with Marlboro serving as the lead agency, a copy of which is attached hereto and incorporated by reference; and

WHEREAS, Aberdeen and Marlboro are authorized to enter into the Agreement, pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Aberdeen hereby approves entry by the Township of Aberdeen into a shared services agreement with the Township of Marlboro relative to roadway improvements to Greenwood Road.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized and directed to take any and all steps necessary to effectuate the foregoing, including execution of the attached shared services agreement.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to the Township of Marlboro.

**SHARED SERVICES AGREEMENT BETWEEN
THE TOWNSHIP OF ABERDEEN AND
THE TOWNSHIP OF MARLBORO
FOR ROAD IMPROVEMENTS**

THIS AGREEMENT is made this _____ day of _____ by and between the Township of Aberdeen (“Aberdeen”) and the Township of Marlboro (“Marlboro”) as follows:

WITNESSETH:

WHEREAS, Marlboro has planned road and drainage improvements throughout the Township as part of its 2020 Capital Improvement Program; and

WHEREAS, Marlboro has plans to improve Greenwood Road, a street which abuts the Aberdeen municipal border and is need of road and drainage improvements; and

WHEREAS, Marlboro has offered to complete the work required on Greenwood Road within Aberdeen Township between the Marlboro municipal border and the Old Bridge Township municipal border, approximately seven hundred (700’) linear feet, under a single contract and invoice Aberdeen for its share; and

WHEREAS, the New Jersey State Legislature enacted the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. which authorizes public entities to enter into a contract with each other to share services which the entities are empowered to provide or receive within their own jurisdiction, including services incidental to the primary purposes of any of the participating public entities; and

WHEREAS, the provision of road construction and drainage improvements for Aberdeen is consistent with and permitted by the Uniform Shared Services and Consolidation Act; and

WHEREAS, Marlboro agrees to provide road and drainage improvements for Aberdeen on Greenwood Road (“Project”), as further described in A. 2 below, and;

WHEREAS, Marlboro and Aberdeen desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by Marlboro to Aberdeen.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

A. Description of Services/Project

1. Greenwood Road is a municipal roadway which runs between NJSH Route 79 in Marlboro Township and the Aberdeen/Old Bridge Township municipal boundary. A portion of the roadway is within Aberdeen Township as shown on **Attachment A** (Tax Map).

2. This Project shall include the resurfacing of Greenwood Road within Aberdeen Township including concrete curbing, milling and paving of the roadway, roadway excavation and HMA base repair where necessary, traffic striping, and all other associated work.
3. The project has previously been awarded by Marlboro Township to CCM Contracting, Inc. of Green Brook, New Jersey (herein referred to as the "Contract"). The work shall be included under the existing contract at the unit prices included in the contract.
4. Aberdeen Township shall perform the engineering design for the section of roadway improvements within Aberdeen;
5. Aberdeen Township shall perform engineering inspection associated with the section of Greenwood Road located in Aberdeen Township.
6. The estimated cost of the project is shown on **Attachment B** (Preliminary Cost Estimate prepared by Marlboro) based on the unit prices included in the Contract.

B. Obligation of the Parties

Marlboro

1. Marlboro shall promptly review the engineering design plans for the Project, and issue approval of same to Aberdeen Township in writing along with the final anticipated construction cost based on the unit prices in the Contract.
2. Marlboro shall secure a certificate of insurance from the contractor prior to work being initiated on the Project listing Aberdeen as an "additional insured" on its general liability policy.
3. Marlboro has secured separate Performance and Payment bonds from the contractor prior to work being initiated.
4. Marlboro shall also secure a two (2) year maintenance bond after project completion and provide evidence of such to the Aberdeen.
5. Marlboro shall supply the required close out documentation and invoice Aberdeen for the Project as follows:

Aberdeen Township
Department of Public Works
One Aberdeen Square
Aberdeen, New Jersey 07747

Aberdeen

1. Aberdeen shall supply design plans and final estimated quantities to the Marlboro Township Engineer for review.
2. Aberdeen shall supply engineering inspection services on the project, and the Township of Aberdeen shall certify completion of the project in accordance with the plans and specifications to Marlboro.
3. It is agreed that Aberdeen's portion of the Project is estimated to be Fifty-Two Thousand Dollars (\$52,000.00). Final payment shall be made by Aberdeen for the final as-built quantities required for construction of the project.
4. Upon final acceptance of the project by Aberdeen, payment shall be made to Marlboro upon receipt of a signed Township voucher in accordance with the regular meeting schedule of the Aberdeen Township Council.

C. Term/Duration of Agreement/Termination

1. This agreement shall be effective **March __, 2021** and shall continue in effect until the completion of the project.
2. The following shall constitute an event of default of this Shared Services Agreement:
 - a. Failure to perform any term or condition of this agreement within thirty (30) days after written notice of such failure has been sent, or, if such failure is of a type that cannot be cured within thirty (30) days, failure within such thirty (30) day period to commence and diligently pursue such performance to completion.
 - b. Upon the occurrence of an uncured default, the non-breaching Party may elect to terminate this Shared Services Agreement by providing thirty (30) days written notice to the other Party.

D. Miscellaneous

1. Representatives.
 - a. Each Party agrees that, to the fullest extent permitted by Applicable Law, it shall at all times during the term of this Agreement be organized and structured in a manner such that it can be bound with respect to any matter affecting this Agreement by the signature of one individual acting as such Party's representative. Upon any Party's request made from time to time by notice to another Party, such Party shall within ten days provide the other Party with notice of the name and address of such Party's representative. Each Party agrees that its representative will be reasonably available as needed to enable such Party to perform its obligations under this Agreement and that, to the extent permitted by Applicable Law, such Party's representative will have full power to bind such Party as to any matter relating to this Agreement.

b. Change of Representative. Nothing in this Section shall be deemed to prevent a Party from replacing such Party's representative from time to time, by written notice to the other Parties.

c. Representatives of the Parties.

(1) TOWNSHIP OF ABERDEEN designates the following individual as its initial representative for purposes of this Agreement:

Bryan A. Russell, Manager
TOWNSHIP OF ABERDEEN
1 Aberdeen Square
Aberdeen, NJ 07747

(2) TOWNSHIP OF MARLBORO designates the following individual as its initial representative for purposes of this Agreement:

Jonathan Capp, Business Administrator
TOWNSHIP OF MARLBORO
1979 Township Drive
Marlboro, NJ 07746

2. Further Assurances.

Each Party agrees to execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the Parties with respect to this Agreement. Without limiting the generality of this paragraph, upon request at any time or from time to time any Party hereto shall execute and deliver to the other, additional counterparts of this Agreement or any related documents, provided such additional counterparts are prepared at the expense of the Party requesting them.

3. Applicable Law.

This Agreement shall be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws) of the State of New Jersey.

4. No Third Party Beneficiaries.

No person or entity other than the Parties shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

5. Interpretation.

This Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted in favor of any particular Party. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any portion of this Agreement. Each of the Parties has participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate.

6. Amendments and Waivers.

This Agreement may only be amended in a writing signed by the Parties. Any provision of this Agreement may only be waived in a writing signed by the Party against whom the waiver is to be effective.

7. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

8. Indemnification.

Aberdeen shall require that the contractor chosen for the Project shall indemnify, defend and hold both Aberdeen and Marlboro harmless from and against any and all liabilities, claims, damages, injury to persons or property, suits, judgments and any and all costs related thereto, including, but not limited to, attorneys' fees, raised in connection with the work and services contemplated herein.

9. Insurance.

Marlboro shall require that the contractor chosen for the Project shall maintain (a) General Liability Coverage in an amount not less than Two Million Dollars (\$2,000,000.00), (b) Automobile Liability Coverage in an amount of not less than One Million Dollars (\$1,000,000.00) and (c) Workers Compensation applicable under New Jersey State Statutes. This insurance coverage shall be maintained throughout the term of this Agreement and cause both Aberdeen and Marlboro to be designated on said liability policies as an additional insured. Evidence of same shall be provided Marlboro. Insurance certificates shall provide for a thirty (30) day notification for any material changes or cancellation of policy(s).

10. Entire Agreement.

This Agreement, which must be formally approved by each party to this agreement, constitutes the entire agreement between the parties hereto regarding the subject matter hereof.

11. Effective upon Approval.

This Agreement shall only become effective upon the adoption of appropriate resolution by Aberdeen and Marlboro approving the terms and conditions set forth in this agreement and authorizing the Mayors of each municipality to execute this agreement.

12. Agreement to be Recorded.

A copy of this agreement shall be filed pursuant to N.J.S.A. 40A:65-4b together with the Resolution authorizing same with the Division of Local Government Services within the Department of Community Affairs.

13. Governing Law and Jurisdiction.

This Agreement shall be governed by the laws of the State of New Jersey, without regard to conflict of laws principles. Any disputes arising hereunder shall be brought before the state courts of the State of New Jersey, to which exclusive jurisdiction both parties hereto hereby agree to submit.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed the day and year first above written:

Attest:

TOWNSHIP OF ABERDEEN

By: _____
Name:
Title: Mayor
Dated:

Attest:

TOWNSHIP OF MARLBORO

By: _____
Name:
Title: Mayor
Dated: