

**R13-107**

**SHARED SERVICE AGREEMENT BY AND BETWEEN THE BOROUGH OF MERCHANTVILLE AND THE BOROUGH OF BELLMAWR, COUNTY OF CAMDEN, STATE OF NEW JERSEY, AND RELATIVE TO THE RENTAL OF EQUIPMENT AND MANPOWER FOR ASPHALT REHABILITATION AND CONCRETE REHABILITATION OF VARIOUS ROADWAYS AND PUBLIC GROUNDS WITHIN MERCHANTVILLE.**

**THIS DOCUMENT** constitutes a Uniform Shared Service Agreement pursuant to N.J.S.A. 40:65-1 et seq. entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue Merchantville, New Jersey, 08109 {Merchantville}, and the Borough of Bellmawr, a body politic and corporate of the State of New Jersey with offices located at 21 East Browning Road, Bellmawr, New Jersey, 08031 {Bellmawr}. The date of this Agreement is the 21st day of October, 2013 .

**WITNESSETH**

**WHEREAS**, the Borough of Merchantville (hereinafter “Merchantville”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, the Borough of Bellmawr {hereinafter “Bellmawr”} is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

**WHEREAS**, Merchantville and Bellmawr wish to enter into an Agreement whereby Bellmawr would provide Manpower and Equipment for the purpose of asphalt/concrete rehabilitation of various roadways and public grounds within Merchantville.

**WHEREAS**, by negotiations previously had between Bellmawr and Merchantville, the terms and provisions hereafter set forth were determined and agreed thereto; and

**WHEREAS**, Merchantville and Bellmawr intend by virtue of this document to set forth the terms and conditions of this agreement; and

**WHEREAS**, the proper and respective public officials are or will be authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective governing bodies, attached hereto and made part of this agreement;

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

**1. SCOPE**

- 1.1 The Borough of Bellmawr will provide Manpower and Equipment for the purpose of the asphalt/concrete rehabilitation of various roadways and public grounds within Runnemede.
- 1.2 Merchantville will pay all cost of asphalt under contract with American Asphalt Company, Inc. and pay all cost associated with local vendors for concrete (lowest quoted)
- 1.3 The Borough of Bellmawr will be responsible for all mark-outs to be obtained from New Jersey One Call.
- 1.4 The Borough of Merchantville is responsible to provide as-built plans of various roadways in need of repair if available.
- 1.5 The Borough of Bellmawr is responsible for removal of failed sub-base materials.

- 1.6 The Borough of Bellmawr is responsible for the installation of 3 inch paving of roadways utilizing HMA 19M64 (base mix). If agreed upon lesser or greater depths to be installed.
- 1.7 The Borough of Bellmawr is responsible for the installation of 2 inch paving of roadways utilizing HMA 9.5M64 (top mix). If agreed upon lesser or greater depths to be installed.
- 1.8 The Borough of Merchantville is responsible for storage/usage of excavated milling materials. All materials to be stored at Merchantville Public Works Department.
- 1.9 The Borough of Merchantville will be responsible for traffic control if needed and for notification of residents and businesses.
- 1.10 The Borough of Merchantville will be responsible for any tree pruning prior to work commencing.
- 1.11 The Borough of Bellmawr will be responsible for concrete removal and disposal.

## **2. TERM**

The services to be furnished hereunder shall commence between October 22, 2013 and ending by October 21, 2018. This agreement may be extended by the mutual agreement, in writing, of the parties.

## **3. PAYMENT**

The Borough of Merchantville agrees to pay Bellmawr \$35.00 per hour, per man, plus \$35.00 per hour for asphalt equipment rental. The Borough of Merchantville agrees to pay Bellmawr \$50.00 per man hour for concrete rehabilitation plus \$35.00 per hour for concrete equipment rental.

## **4. AUDIT**

Pursuant to the single audit Act of 1984, Bellmawr and Merchantville agree to allow each other's agents to examine any and all records relevant to this agreement and shall make available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this agreement.

## **5. INDEMNIFICATION**

Merchantville and Bellmawr shall indemnify and hold each other harmless and defend each other, its elected officials, 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.

The execution and delivery of this agreement shall not be construed to confer any right of action against either municipality on behalf of the other or on behalf of any other person,

natural or otherwise, for any failure, neglect or breach of any term, covenant or condition thereof. The agreement and all of its terms, conditions and provisions are solely for the benefit of Bellmawr and Merchantville, and it is understood and agreed between parties hereto that the sole remedy of either Merchantville or Bellmawr in the event of any failure or breach of this agreement shall be the termination hereof.

## **6. NOTICES**

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Bellmawr to the Borough Clerk, Borough of Bellmawr, at P.O. Box 368 Bellmawr New Jersey, 08031 and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

## **7. 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 the 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 references only and shall not affect the meaning and interpretation of this agreement.

**IN WITNESS WHEREOF**, the appropriate officials of the Borough of Merchantville place their signatures and appropriate seals on this 21st day of October 2013.

ATTEST:

BOROUGH OF MERCHANTVILLE

BY:

\_\_\_\_\_  
Denise Brouse, Borough Clerk

\_\_\_\_\_  
Frank M. North, Mayor

Certification:

I, Denise Brouse, Borough Clerk for the Borough of Merchantville, do hereby certify the foregoing to be true and correct copy of the Shared Services Agreement adopted by resolution of the Borough of Merchantville, at a meeting of said Borough on the 21<sup>st</sup> day of Merchantville, 2013 and that said Shared Services Agreement (Paving Services/Concrete Services) was adopted by resolution which passed by a majority vote of the Borough Commissioners, of the Borough of Merchantville.

\_\_\_\_\_  
Denise Brouse, Borough Clerk

**IN WITNESS WHEREOF**, the appropriate officials of the Borough of Bellmawr placed their signatures and appropriate seals on this 26th day of September 2013.

ATTEST:

BOROUGH OF BELLMAWR

BY:

\_\_\_\_\_  
Charles J. Sauter, III, Borough Clerk

\_\_\_\_\_  
Frank Filipek, Mayor

Certification:

I, Charles J. Sauter, III, Borough Clerk for the Borough of Bellmawr, do hereby certify the foregoing to be true and correct copy of the Shared Services Agreement adopted by resolution of the Borough of Bellmawr, at a meeting of said Borough on 26th day of October, 2013 and that said Shared Services Agreement was adopted by resolution which passed by a majority vote of the Borough Council of the Borough of Bellmawr.

\_\_\_\_\_  
Charles J. Sauter, III, Borough Clerk

