

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2020-209

Council Meeting Date: 09-21-2020

Date Adopted: 09-21-2020

TITLE: RESOLUTION APPROVING SHARED SERVICE AGREEMENT FOR ROAD PAVING SERVICES BETWEEN THE BOROUGH OF NEW PROVIDENCE AND THE TOWNSHIP OF BERKELEY HEIGHTS

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson DeSarno.

Whereas, Pearl Street is a public right-of-way which runs through the Township of Berkeley Heights and the Borough of New Providence which is in need of repaving;and

WHEREAS, the Borough of New Providence and the Township of Berkeley Heights believe that the residents of both municipalities are better served by a Shared Service Agreement for road repaving services; and

WHEREAS, it is agreed that the Borough of New Providence will be the Lead Agency pursuant to NJSA 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize the attached Shared Service Agreement with the Township of Berkeley Heights for road repaving services, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 21st day of September, 2020.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUMISKEY	X			
DESARNO	X			
GEOFFROY	X			
MATSIKLOUDIS	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 21st day of September, 2020.

Wendi B. Barry, Borough Clerk

**SHARED SERVICES AGREEMENT
FOR ROAD REPAVING SERVICES**

THIS AGREEMENT is made this _____ day of _____ 2020, by and between the parties hereto:

THE BOROUGH OF NEW PROVIDENCE, a Municipal Corporation of the State of New Jersey, having an office at 360 Elkwood Avenue, New Providence, New Jersey 07974 (“New Providence”); and

THE TOWNSHIP OF BERKELEY HEIGHTS, a Municipal Corporation of the State of New Jersey, having an office at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (“Berkeley Heights”).

WITNESSETH

WHEREAS, Pearl Street, a public right-of-way which runs through the Township of Berkeley Heights and the Borough of New Providence, is in need of repaving; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, New Providence and Berkeley Heights (collectively referred to as the “Parties”) seek to enter into a Shared Services Agreement (“Agreement”) pursuant to the provisions of the Uniform Shared Services and Consolidation Act; and

WHEREAS, this Agreement provides that New Providence shall provide repaving services through Morris County cooperative vendor Schifano Construction Corporation of Middlesex, NJ for the portion of Pearl Street located in Berkeley Heights (the “Project”), and Berkeley Heights will reimburse New Providence for that portion of the Project located within the Township, in an amount not to exceed \$7,000.00.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. **Services to be Provided / Project.** New Providence shall procure services and provide for the repaving of the portion of Pearl Street located within Berkeley Heights. The procurement of a vendor for this project shall be the exclusive responsibility of New Providence, and shall be effectuated in accordance with the Local Public Contracts Law, N.J.S.A. 40:11-1, et seq.
2. **Consideration.** In exchange for the services to be provided by New Providence pursuant to Section 1 above, Berkeley Heights agrees to make payment to New Providence in an amount not to exceed \$7,000.00.
3. **Term.** This Agreement will end after the Project has been completed and payment has been made from Berkeley Heights to New Providence in accordance with Section 2 above.

4. **Insurance.** New Providence shall ensure that the vendor procured to effectuate the Project carry and maintain at all times while the contract is in full force and effect, adequate insurance coverage from an insurance company with limits deemed acceptable to, and subject to the approval of, Berkeley Heights. A Certificate of Insurance, naming the Township of Berkeley Heights as an additional insured, shall be filed with Berkeley Heights prior to commencement of the Project.

5. **Mutual Indemnification.** Each party agrees to assume responsibility, indemnify, and defend the other party for any and all claims, demands, actions, settlements or judgments involving either intentional or unintentional conduct, based upon or arising out of the Project described in this Agreement, to the extent that such claims, demands, actions, settlements or judgments are occasioned by the sole negligence, actions or omissions of its own officers, agents or employees. The indemnification obligations of both parties set forth in this paragraph shall survive the expiration or termination of this Agreement.

6. **Assignment.** The Parties shall not assign, transfer, or sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without the previous written consent of the Parties. The Parties shall not assign, in any way, the monies due or to become due under this Agreement. Any assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

7. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

9. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement.

10. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.

11. **Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:65-4.

12. **Headings.** The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS HEREOF, the Parties have set their hand and seals and caused this Agreement to be executed on the day and year above written.

ATTEST:

BOROUGH OF NEW PROVIDENCE

Wendi B. Barry, Borough Clerk

By: _____
Al Morgan, Mayor

ATTEST:

TOWNSHIP OF BERKELEY HEIGHTS

Ana P. Minkoff, Township Clerk

By: _____
Angie D. Devanney, Mayor