

R23-130
**RESOLUTION OF THE BOROUGH OF MERCHANTVILLE,
COUNTY OF CAMDEN AND STATE OF NEW JERSEY SHARED
SERVICES AGREEMENT BY AND BETWEEN THE CAMDEN
COUNTY IMPROVEMENT AUTHORITY AND
BOROUGH OF MERCHANTVILLE**

THIS DOCUMENT constitutes a “Shared Services Agreement” (“Agreement”) made by and between the Camden County Improvement Authority, a body politic and corporate of the State of New Jersey, having its principal place of business at 520 Market Street, 6th floor, Suite 6400, Camden, NJ 08102 (the “CCIA”) and the Borough of Merchantville, municipal corporation of the State of New Jersey, having its principal place of business at 1 W. Maple Ave, Merchantville, NJ 08109, (“Borough”) (collectively the “Parties”). The date of execution of this agreement is the 9th day of October, 2023.

WITNESSETH:

WHEREAS, the CCIA performs Project Management Services (“Services”), for programs and individual Projects involving the County of Camden, its affiliated agencies, and municipalities to maximize economies and efficiencies in the operations of County or Municipal government; and

WHEREAS, the Borough is presently in need of procuring an entity to provide Project Management Services for environmental abatement and building demolition of a parcel within the Borough (“Project”); and

WHEREAS, CCIA has the expertise and capability to provide comprehensive Services to the Borough for the management of this Project;

WHEREAS, N.J.S.A. 40A:65-1, *et seq* (“Uniform Shared Services and Consolidation Act”) permits two local units to enter into a contract for any service which any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the CCIA and the Borough agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and

WHEREAS, by Resolution No. R23-130 adopted by the Borough’s Mayor and Council, and Resolution No. ____ adopted by the Camden County Improvement Authority, the Parties are authorized to enter into this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

1. PURPOSE AND SCOPE.

The purpose of the Agreement is for the CCIA to provide the most cost-effective services to the Borough and the residents of the Borough and the County for project management services in association with the demolition and abatement of the parcel located at 298 N. Centre Street, Merchantville, NJ . The CCIA shall provide Services as the Borough’s representative and professional advisor for this project.

2. DUTIES AND RESPONSIBILITIES.

The specific duties and responsibilities of the CCIA is set forth in the proposal for Project Management Services, which is attached as Exhibit “A” and incorporated by reference herein including the scope of work to be performed and the costs associated for these services. No additional services shall be performed without the approval of both Parties. This shall include financing portion of the project, if needed.

Prior to the commencement of Services for any project, CCIA shall submit to the Borough for prior written approval, a plan describing the Services to be provided, an estimated schedule for completion of the project, identification of the CCIA staff that will provide Services, the

estimated hours to be performed by each, and a total projected budget for such Services including any administrative costs. During the project, CCIA shall be responsible for advising any anticipated revisions to the plan which revisions also shall be subject to the Borough's prior written approval.

A. Reporting

The CCIA will work directly with the Borough staff in providing the Services and provide regular progress reports in a format and schedule acceptable to the Borough.

B. Facilities

the Borough shall provide use of its facilities to the CCIA as may be required to perform the Services.

3. FUNDING.

Services will be as set forth in Exhibit "A". Any third-party expense related to this project must be approved by both parties. It is anticipated that the funds for this project will be State funds and both parties have the right to cancel if there are no funds available. If the CCIA issues payment, the Borough shall reimburse the CCIA for these costs. All Projects costs shall be the responsibility of the Borough to pay or reimburse the CCIA for these costs. A monthly report will be sent to Borough showing the actual hours worked on this project. Borough will pay only for the actual hours worked. Borough is not obligated to pay for any fee above that amount unless both parties agree to increase the fee.

4. CONFLICT OF INTEREST.

The CCIA represents that it is not aware of any conflict based upon its understanding of the Services to be provided under this Agreement and further agrees that in performing the Services it will comply with all applicable standards of conduct including but not limited to the New Jersey Local Government Ethics Law in providing Services and will avoid and disclose to

the Borough any real conflict of interest or any appearance of a conflict of interest in the event that one arises.

5. TERM AND TERMINATION.

The term of this Agreement shall be for the period of one-year or for the duration of the Project, subject to renewal for an additional year or other agreed upon time frame by mutual agreement of the CCIA and the Borough. In addition, either party may terminate the agreement by providing thirty (30) days written notification to the other party for any reason or no reason whatsoever.

6. NOTICES.

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to the parties at the addresses listed herein above.

7. INDEMNIFICATION

The Parties shall indemnify and hold each other harmless and defend the other Party, their 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 their performance of services under this Agreement.

8. INSURANCE

The Parties agree to maintain liability and workers compensation insurance for the acts of their elected officials, employees, officers and agents.

9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions shall apply to this Agreement:

a. Governing Law

The Parties acknowledge that this Agreement was prepared pursuant to New Jersey law and that the laws of the State of New Jersey shall apply.

b. Waiver

Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of the provisions.

c. Amendment for Modification

This Agreement may not be modified, altered, or amended in any manner, except in writing, signed by the Parties hereto and approved by the governing bodies as may be required.

d. Heading

This section and any other headings contained in this Agreement are for reference purposes only and shall not affect meaning or interpretation of this Agreement.

e. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all Parties hereto.

f. Entire Agreement

This Agreement shall consist of the entire agreement of the Parties, and it is acknowledged that there are no side or oral agreements relating to the understandings set forth herein.

g. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from either party which consent may be unreasonably withheld.

h. Affirmative Action

The Parties hereby agree to incorporate the affirmative action language attached hereto.

i. Americans with Disabilities/Equal Employment Opportunity

The Parties hereby agree to comply with the Americans with Disabilities Act and Equal Employment Opportunity Act as set forth in the attached Exhibits ___ and ____.

j. Audit

The CCIA shall permit the Borough and/or its independent auditors to have access, at a reasonable time and place, to the records and financial statements necessary to comply with the following audit requirements as may be applicable:

Type of Contractors Audit Requirements

Non-Profits and Institutions
of Higher Education

State Funds –
N.J.O.M.B. Circular
Letter 98-07

State and Local Governments

Federal Funds -
OMB Circular A-133
(Revised)
State Funds -
N.J.O.M.B. Circular
Letter 98-07
Federal Funds -
OMB Circular A-133
(Revised)

For Profits

County’s requirement of access as
detailed above.

Copies of the above-referenced circulars are available upon request from the Camden County Chief Financial Officer. **All non-profits, institutions of higher education, and state and local government contractors shall annually forward a copy of their Single Audit Report to Camden County at 520 Market Street, Camden. New Jersey 08102-1375.**

k. Funding

Pursuant to N.J.S.A. 40A: 1 1-15, this Agreement is subject to the availability and appropriation of sufficient funds each year in which it is in effect.

l. Binding Agreement

This Agreement shall be binding upon the Parties hereto and their respective administrators, successors or assigns.

SIGNATURE PAGE ATTACHED HERETO

IN WITNESS, WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Witness:

CAMDEN COUNTY IMPROVEMENT AUTHORITY

By: _____

James Lex, Executive Director

BOROUGH OF MERCHANTVILLE

By: _____

Denise Brouse, Borough Clerk

Edward F. Brennan, Mayor

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

AMERICANS WITH DISABILITIES ACT

Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

EXHIBIT A

SCOPE OF SERVICES:

The Camden County Improvement Authority (CCIA) will provide Project Management (PM) services to the Borough of Merchantville (Merchantville) under an “Agency PM” relationship. The PM Scope of Services for each assignment will be established jointly between Merchantville and the CCIA. If needed and requested by Merchantville, the CCIA shall also prepare the needed financing for the project.

Definition: “Agency PM” is a fee-based service in which the Project Manager is responsible exclusively to Merchantville and acts in Merchantville’s interests at every stage of the program. The Agency PM offers advice, uncolored by any conflicting interest, on matters such as:

- a) Optimum use of available funds
- b) Control of the scope of the work
- c) Project scheduling
- d) Optimum use of design and construction firms’ skills and talents
- e) Avoidance of delays, changes, and disputes
- f) Enhancing project design and construction quality
- g) Optimum flexibility in contracting and procurement.

Comprehensive management of every stage of the project, beginning with the original concept and project definition, yields the greatest possible benefit to owners from Project Management.

Services will generally include:

- 1) Assisting in the selection of consultant and/or design professional, i.e., Architects, Engineers
- 2) Coordinate the Preliminary Assessment and Phase 2 (if needed)
- 3) Work with the Borough for the submission for various remediation funds.
- 4) Initiating programming meetings and defining parameters required for the engineer to prepare demolition specifications.
- 5) Assisting in the preparation of the Demolition Bid Packages. Conducting Pre-Bid meetings, as necessary.
- 6) Evaluating bids and recommend award.
- 7) Conducting Pre-demolition and progress meetings, as necessary.
- 8) Assist the Borough in submitting for open space funds (State, County and Federal)

Estimated Fee for this Project:

<u>Project Phase</u>		<u>Estimated Amount</u>
Predevelopment (Design, Bidding, Permits, Procurement, etc.)	\$	10,000.00
Abatement and Demolitions Phase (Construction management, reports, payment review, etc.)	\$	12,000.00
Grant Applications	\$	<u>8,000.00</u>
Total	\$	30,000.00

The estimated fee is based on 4% of the total construction cost.

CCIA fee schedule billed on an hourly basis:

Director of Project Management and/or CCIA Executive	\$157.00/hr.
Deputy Director and/or Asst of Project Management	\$133.50/hr.
Project Manager	\$100.00/hr.

*rates subject to change during the duration of this agreement.