

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made this 13 day of October, 2014, by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "PRINCETON") and the TOWNSHIP OF MONTGOMERY, a municipal corporation of the State of New Jersey, 2261 Route 206, Belle Mead, New Jersey 08502 (hereinafter referred to as "MONTGOMERY".)

WITNESSETH;

WHEREAS, PRINCETON and MONTGOMERY share a common boundary along Cherry Valley Road; and

WHEREAS, PRINCETON and MONTGOMERY entered into a Shared Services Agreement on the 10th day of September, 2012, in order to begin an engineering study to determine what additional traffic safety improvements are warranted along portions of Cherry Valley Road; and

WHEREAS, the PRINCETON and MONTGOMERY Engineering Departments have completed the initial study and have determined that improvements are needed for the section of Cherry Valley Road between approximately two hundred (200 LF) linear feet west of Cherry Hill Road a distance of approximately two thousand, two hundred and fifty (2,250 LF) linear feet east to the limit of the recently completed Jefferson Curve improvements; and

WHEREAS, the PRINCETON and MONTGOMERY Engineering Departments require additional environmental, geotechnical, structural design, land appraisal and additional land surveying services in order to obtain the necessary permits and prepare the final construction plans and specifications for this section of Cherry Valley Road; and

WHEREAS, PRINCETON and MONTGOMERY wish to authorize the retention of structural engineering, land surveying, environmental and land appraisal firms to prepare a geotechnical report, structural retaining wall design plans, and land dedication documents for additional right-of-way, and provide permitting assistance (hereinafter referred to as "WORK") for this section of Cherry Valley Road; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1 authorizes and encourages local government units to join together to provide services in such a fashion so as to reduce expenses to taxpayers; and

WHEREAS, PRINCETON and MONTGOMERY have adopted reciprocal Resolutions authorizing the sharing of the cost for the WORK.

NOW, THEREFORE, IT IS AGREED by and between PRINCETON and MONTGOMERY as follows:

1. PRINCETON agrees to continue to be the lead agency which has solicited proposals to undertake and complete the above-referenced WORK.
2. PRINCETON and MONTGOMERY agree to share in the costs of the WORK on a fifty (50%) percent/fifty (50%) percent basis, not to exceed thirty thousand dollars (\$30,000.00) for either PRINCETON or MONTGOMERY, for a total sum not to exceed sixty thousand dollars (\$60,000.00), as follows:

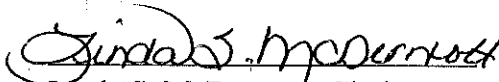
Additional Environmental Services:	\$ 6,271.00
Geotechnical & Structural Engineering:	\$32,450.00
Land Appraisals	\$ 5,000.00
Additional Surveying Services:	\$ 3,825.00
Contingency	\$12,454.00
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Total	\$60,000.00

3. PRINCETON, after soliciting Proposals to undertake and complete the WORK, has shared the said proposals with MONTGOMERY. Resolutions and Professional Services Agreements will be authorized by PRINCETON for said WORK upon concurrence by MONTGOMERY.
4. After completion of the aforementioned WORK, PRINCETON and MONTGOMERY shall further confer concerning bidding and construction of improvements to Cherry Valley Road. Any improvements to Cherry Valley Road must be specifically reviewed and authorized at a future date by PRINCETON and MONTGOMERY in the form of an additional Shared Services Agreement.
5. Pursuant to *N.J.S.A.* 40A:65-9, all Contract awarded for the WORK for the improvements to this section of Cherry Valley Road shall be awarded in accordance with the requirements of the New Jersey Local Public Contract Law, *N.J.S.A.* 40A:11-1 *et seq.*
6. Pursuant to *N.J.S.A.* 40A:65-4(b), this Shared Services Agreement and a copy of the Resolution authorizing same shall be filed, for informational purposes, with the New Jersey Division of Local Government Services, New Jersey Department of Community Affairs, 101 South Broad Street, Trenton, New Jersey 08625-0813.

7. This Agreement shall become effective upon the passage of authorizing resolutions by PRINCETON and MONTGOMERY in accordance with the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1). This Agreement shall remain in effect until completion of all of the duties, obligations and responsibilities of the respective parties as set forth in this Agreement.
8. Within thirty (30) days after completion of the Project, the parties shall conduct a final accounting to determine the amount of monies owed by MONTGOMERY and PRINCETON, and payment of reimbursement for any amounts determined by said final accounting shall be made with thirty (30) days of the final accounting.
9. It is expressly agreed that both parties share ownership of the work product and that either party may use the work product independently of the other if the construction project that is the subject of the work product is not pursued by the other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and date first written above.

ATTEST:


Linda S. McDermott, Clerk


PRINCETON


Liz Lempert, Mayor

ATTEST:


Donna Kukla, Clerk

TOWNSHIP OF
MONTGOMERY


Rich Smith, Mayor