

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Monmouth COUNTY: Monmouth

RECIPIENT: City of Asbury Park COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Traffic Engineering Study -
Asbury Ave.

EFFECTIVE DATE: 7.16.15

EXPIRATION DATE: until complete

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**AGREEMENT BETWEEN THE COUNTY OF MONMOUTH AND THE CITY OF
ASBURY PARK FOR A TRAFFIC ENGINEERING STUDY OF SIX SIGNALIZED
INTERSECTIONS ALONG COUNTY ROUTE 16 (ASBURY AVENUE) WITHIN THE
CITY LIMITS OF ASBURY PARK**

THIS AGREEMENT, made and entered into this 16th day of July, 2015 by and between the City of Asbury Park, a municipal corporation in the State of New Jersey hereinafter designated as “City” with an address of City Administrator, 1 Municipal Plaza, City of Asbury Park, New Jersey 07712 and the County of Monmouth, a municipal corporation of the State of New Jersey hereinafter designated as “COUNTY”, with an address of Clerk, Board of Chosen Freeholders, Hall of Records, Main Street, Freehold, New Jersey, 07728

PREAMBLE

City and County have been discussing jurisdictional issues with regard to the six (6) existing signalized intersections located along County Route 16 (Asbury Avenue) within **City’s** boundaries, as follows:

1. Asbury Avenue and Ridge Avenue
2. Asbury Avenue and Prospect Street
3. Asbury Avenue and Pine Street/Church Street
4. Asbury Avenue and Comstock Street
5. Asbury Avenue and Langford Avenue
6. Asbury Avenue and Memorial Avenue

All six (6) traffic signals located on County Route 16 (Asbury Avenue) have been operated and maintained by the City of Asbury Park since their installation approximately forty (40) years ago.

Since a formal agreement indicating ownership of the signals is not available, the **City** has requested the **County** to take over jurisdiction of all six (6) signals along County Route. The County is agreeable to assume jurisdiction of said traffic signals, provided that the signals are upgraded to meet current design standards.

Since the existing six (6) traffic signals are antiquated, functionally obsolete and past their service life, a comprehensive traffic engineering study must be undertaken to assess the scope of improvements needed to upgrade those signals to current regulatory and industry standards.

County and **City** agree that a joint traffic engineering study is appropriate and reasonable.

IN CONSIDERATION of the mutual covenants and conditions herein contained, and for other good and valuable consideration, it is mutually agreed upon, by and between the parties as follows:

1. **County** will collect new traffic counts consisting of
 - manual turning movement traffic volume counts with a classification breakdown in terms of the number of axles collected on an average weekday, Tuesday through Thursday, during school year, and presented in 15 minute intervals (individual approach and total intersection movement volumes) accompanied by a schematic diagram depicting the total and approach traffic volumes for the following peak hours periods:
 - Morning (6:00 a.m. to 9:00 a.m.)
 - Midday (11:30 a.m. to 3:00 p.m.)
 - Evening (4:30 p.m. to 7:00 p.m.)
 - 24 hour traffic volumes at all approaches to the intersections using Automatic Traffic Recorder (ATR) collected on a continuous 24 hour basis for a full 7 day period with a classification breakdown in terms of the number of axles, presented in 60 minute intervals

- Three (3) year crash analysis for each of the six (6) signalized intersections
Including summary of crashes by type, time of day and month, roadway conditions, severity, any patterns of crashes, and a collision diagram.
- 2. **City** will conduct a warrant analysis based on data provided by the **County** for each intersection to justify retaining and upgrade of the existing traffic signals.
- 3. **City** will prepare a traffic engineering study report which will contain recommendations for signals retainage/removal, the scope of the proposed improvements to the remaining signals, and preliminary cost estimates for the proposed improvements for review and consent by the **County**.
- 4. Upgrading of the existing traffic signals will remain the responsibility of the **City**, however, the **County** will provide resolutions of support for the **City** applications for state and federal funding opportunities as they arise.
- 5. The **County** will sponsor the **City** to North Jersey Transportation Planning Authority for the available funding programs; however, the **City** will prepare the appropriate applications.
- 6. The joint traffic engineering study report recommendation will form the basis for a subsequent agreement to describe scope of improvement, **City** cost obligations and **County** take over obligations.
- 7. In addition, **County** agrees to provide for the fire pre-emption system at the intersection of CR 16 (Asbury Avenue) and Memorial Drive to facilitate closure of Summerfield Avenue mandated under a federally funded road diet project along CR 40 A (Memorial Drive) currently under construction.

8. Installation of said fire pre-emption system at the City owned and maintained traffic signal with the existing RR pre-emption will allow the only Fire House in the City located at Asbury Avenue and RT 71 (Main Street) intersection to continue providing fire response to the western part of the City upon permanent closure of Summerfield Avenue at CR 40A (Memorial Drive).
9. **City** will have their engineering consultant prepare necessary fire pre-emption plans and estimated costs in the amount not to exceed \$5,000.00 based on the City's proposal which will be reimbursed by the **County** upon receipt of the certified invoice from the **City**.
10. **County** will utilize the fire pre-emption plans prepared by City consulting engineers to procure and install said fire pre-emption system at the intersection of CR 16 (Asbury Avenue) and Memorial Drive.

Notice necessary and provided for in this agreement shall be mailed to:

To the City Administrator:

Anthony Nuccio, City Administrator, Acting
1 Municipal Plaza,
City of Asbury Park, New Jersey 07712

Copy to the City Attorney:

Frederick Raffetto,
1 Municipal Plaza,
City of Asbury Park, New Jersey 07712

And

To the County of Monmouth:

Joseph M. Ettore, P.E., County Engineer
Hall of Records Annex
One East Main Street
Freehold, New Jersey 07728

Copy to County Attorney:

Andrea I. Bazer, Esq., County Counsel
Hall of Records Room 236
One East Main Street
Freehold, New Jersey 07728

Copy to County Administrator:

Teri O'Connor, County Administrator
Hall of Records
One East Main Street
Freehold, NJ 07728

10. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.
11. If any term, covenant, condition or provision of the Agreement, or the application thereto to any person or circumstances shall, as any time or to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of the Agreement, shall be valid and be enforced to the fullest extent of the law.
12. **City** agrees to indemnify and hold harmless the **County** from any and all losses and claims without limitation, including attorneys' fees, growing out of **City's** failure to perform any act required under this Agreement or in consequence of the ownership or maintenance of the traffic signals or any structure or appurtenance thereto.
13. The **County** shall indemnify and hold **City** harmless against any claims arising out of the performance of any of its obligations under this contract except as it

relates to ownership, operation and maintenance of the traffic signals as previously described in this agreement and Paragraph 16 above.

14. This Agreement sets forth the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, which shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, and assigns, and there are no promises, agreements, conditions, or understandings either written or oral, expressed or implied, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to the Agreement shall be binding upon any of the parties unless reduced to writing and signed by all parties.

15. MISCELLANEOUS AGREEMENT PROVISIONS:

- i. CAPTIONS/HEADINGS: All captions and headings are for purposes of reference only and shall not affect the interpretation or construction of any provision of this Agreement.
- ii. GENDER AND NUMBER: In all referenced herein to any party, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.
- iii. DRAFTING OF AGREEMENT: This Agreement, as a matter of convenience to both parties, was prepared by the attorney for **County**. Both parties expressly agree that in the event of any ambiguity, such ambiguity shall not be resolved against **County** solely on the basis that the Agreement was prepared by **County**, its attorney, employees and agents.
- iv. CHANGES AND MODIFICATIONS OF AGREEMENT: Any and all changes and/or modifications of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.


- v. SEVERABILITY: The invalidity or unenforceability of any term, phrase, clause, paragraph, section, restriction, covenant, agreement or other provision of this Agreement, or any amendment hereto, shall in no way effect the validity and enforceability of any other part hereof.
- vi. COUNTERPARTS: This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument. This Agreement may be delivered by any Party by facsimile transmission to the other Party with the same force and effect as if originally executed versions of this Agreement were delivered. If this Agreement is executed in counterparts or delivered by facsimile transmission, any Party may require at any time thereafter that all Parties circulate sufficient additional copies of this Agreement for execution so that each Party may retain two fully executed originals of this Agreement.
- vii. COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between the parties and correctly sets forth their obligations to each other as of the date hereof. No representations have been made by the parties except as set forth herein.
- viii. NO ORAL CHANGES: This Agreement may not be altered or modified orally, but only by a written agreement executed by the parties hereto.
- ix. DATE OF AGREEMENT: The date of this Agreement shall be the date on which it is executed by all parties or, if not executed simultaneously, the date on which it is executed by the last of the parties, which date will be inserted at the top of the first page hereof.
- x. WAIVER: No waiver by either party or any failure of, or refusal, by, the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

IN WITNESS WHEREOF, the parties of the Agreement have caused these present to be signed by their duly authorized officers and their corporate seal to be hereunto affixed the day and year first written.

ATTEST:

CITY OF ASBURY PARK


Cindy A. Dye, RMC, City Clerk


John Moor, Mayor

ATTEST:



**Marion Masnick, Clerk of the Board
Board of Chosen Freeholders**

COUNTY OF MONMOUTH



**Gary J. Rich, Sr., Director
Board of Chosen Freeholders**

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

SS:

BE IT REMEMBERED, that on this 16th day of July, 2015 before me the subscriber, personally appeared Marion Masnick who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that she is the Clerk of the Monmouth County Board of Chosen Freeholders named in the within instrument, that Gary J. Rich, Sr. is the Director of the Monmouth County Board of Chosen Freeholders, that the execution as well as the making of this instrument has been duly authorized by a proper Resolution of the Monmouth County Board of Chosen Freeholders; that deponent well knows the Corporate Seal of said County; and that the seal affixed to said instrument is signed and delivered by said Gary J. Rich, Sr., Director of the Monmouth County Board of Chosen Freeholders as and for the voluntary act and deed of said County, in the presence of deponent, who thereon subscribed his name thereto as attesting witness.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 16th DAY OF July, 2015

Pamela D. Russell

PAMELA D. RUSSELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 5, 2018