

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Robbinsville Township COUNTY: Mercer

RECIPIENT: Hightstown Borough COUNTY: Mercer

BRIEF DESCRIPTION OF SERVICE:

Architect for joint Police/Court Building

EFFECTIVE DATE: 1/1/18

EXPIRATION DATE: 12/31/18

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT roughly \$10,000 for each town

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.



SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF ROBBINSVILLE AND THE BOROUGH OF HIGHTSTOWN RELATING TO THE SHARING OF COSTS ASSOCIATED WITH PROFESSIONAL ARCHITECTURAL SERVICES RELATED TO A POSSIBLE JOINT POLICE AND MUNICIPAL COURT COMPLEX.

THIS SHARED SERVICES AGREEMENT is made this 17th day of December, 2017, by and between:

THE TOWNSHIP OF ROBBINSVILLE, a municipal corporation of the State of New Jersey, with its principal offices located at 2298 Route 33, Robbinsville, New Jersey 08691, hereinafter referenced as "Robbinsville"; and

THE BOROUGH OF HIGHTSTOWN, a municipal corporation of the State of New Jersey, with its temporary principal offices located at 156 Bank Street, Hightstown, New Jersey 08520, hereinafter referenced as "Hightstown."

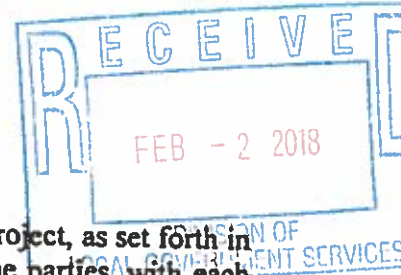
WHEREAS, the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1, *et seq.* (the "Act"), authorizes local units of this State to enter into an agreement with another local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, Robbinsville and Hightstown (also referenced as the "parties") have previously entered into a Memorandum of Understanding relating to negotiations associated with the possibility of entering into a Shared Services Agreement concerning the potential construction of a joint police and municipal court complex that would serve both parties; and

WHEREAS, in order for the parties to reasonably assess the feasibility and cost implications associated with this potential joint undertaking, it is necessary for the parties to retain a professional architect to perform certain preliminary services, including but not limited to space assessments, preparation of conceptual plans/designs, grant writing and related services (the "project"); and

WHEREAS, the parties issued a Request for Proposals (the "RFP") relating to the project, seeking proposals from interested architectural firms; and

WHEREAS, following review of the responses received from the RFP, the parties have determined to retain the architectural firm of USA Architects, 20 N. Doughty Avenue, Somerville, New Jersey 08876, in order to perform services relating to Phase I of the project, as set forth in more detail in the proposal dated November 22, 2017, which is attached hereto as Exhibit "A" and made a part hereof; and



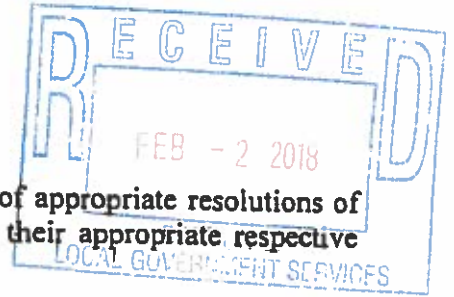
WHEREAS, the total cost of the services relating to Phase I of the project, as set forth in Exhibit "A," is \$21,360.00, which cost shall be divided equally between the parties, with each municipality being responsible to pay \$10,680.00, plus applicable expenses; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the parties have negotiated the within Agreement which contains the terms and conditions associated with this undertaking (as set forth below); and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, WITNESSETH, Robbinsville and Hightstown hereby agree as follows:

1. The parties agree to split the total cost (\$21,360.00) for the architectural services of USA Architects relating to Phase I of the project equally between them, with each municipality being responsible to pay \$10,680.00, plus applicable expenses.
2. Pursuant to N.J.S.A. 40:8A-6(b), the parties hereby agree that any disputes which may arise between them relating to the services to be provided under this Agreement shall be referred to binding arbitration, if the parties are not able to resolve such disputes between themselves. The parties agree to split the costs related to such binding arbitration equally between them.
3. This Agreement may not be changed orally, and may only be modified or amended by a written document signed by both parties.
4. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein.
5. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, by any court of competent jurisdiction, the parties hereto agree to negotiate in good faith in order to arrive at amendments, modifications, or supplements of, or to, this Agreement, or to undertake such other appropriate actions as shall, to the maximum extent practicable in light of such determination, 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, with such judgment limited only to that specific portion of the Agreement actually adjudged to be invalid.
6. The parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
7. Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.



- 8. This Agreement shall take effect upon the adoption of appropriate resolutions of the parties and the execution of the Agreement by their appropriate respective officials.
- 9. Following final execution, a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers duly authorized, and have caused this Agreement to be dated as of the day and year written above.

ATTEST:

Debra L. Sopronyi
Debra L. Sopronyi, Municipal Clerk

BOROUGH OF HIGHTSTOWN

Lawrence Quattrone
Lawrence Quattrone, Mayor

ATTEST:

Michele Seigfried
Michele Seigfried, Municipal Clerk

TOWNSHIP OF ROBBINSVILLE

David Fried
David Fried, Mayor

EXHIBIT "A"



20 N. Doughty Avenue
Somerville, NJ 08876
t 908.722.2300
f 908.722.7201
usaarchitects.com



November 22, 2017

Ms. Joy Tozzi
Business Administrator
Robbinsville Township
2298 Route 33
Robbinsville, NJ 08691

Ms. Debra Sopronyi
Administrator/Borough Clerk
Borough of Hightstown
156 Bank Street
Hightstown, NJ 08520

RE: Combined Police + Courts Facility
Robbinsville + Hightstown, NJ

Dear Ms. Tozzi + Ms. Sopronyi:

This is in response to Mr. Paul Renaud's request for a more detailed proposal to provide Basic Architectural + Grant Writing Services for the above referenced project pursuant to our interview with your Joint Steering Committee on November 20, 2017.

PROJECT DESCRIPTION

The project scope involves the study of an existing site on Route 130 in Robbinsville Township that contains the Township's Police Department and Municipal Court buildings, and will incorporate the needs of the Borough of Hightstown as well. We will develop up to three (3) conceptual designs for the re-imagined site which might involve new construction, additions and/or renovations of the existing structures. The conceptual designs will include blocking + stacking diagrams/3D Sketch-up models for each of the three (3) options along with architectural site plans. Detailed floor plans + building elevations would be developed at a future point in time for the selected option.

SPACE NEEDS ASSESSMENT + CONCEPTUAL PLANNING

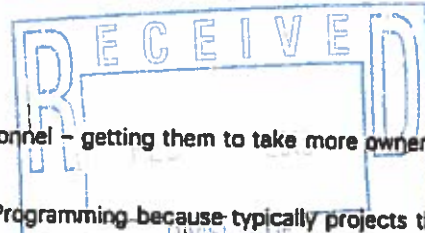
We will facilitate a "kick-off" meeting that must be attended by all key team members, including representatives from the Joint Steering Committee (JSC) to review the following "big picture" project issues:

- Initiate the development of a Project Directory identifying the key designated personnel for each of the stakeholders.
- Establish the Guiding Principles for project success.
- Establish Site Access procedures + review Security conditions.
- Obtain Existing Documentation from JSC representatives to assist the Design Team in site surveys for conformance with as-built conditions.
- Review the Scope of Work + develop a Project Schedule for the Project moving forward so that budgeting can occur for the 2018 fiscal year.

It is important to recognize that we must evaluate this project within the context of the overall "complex" of other municipal functions in the immediate vicinity site (i.e. Recreational activities + Senior Center).

Space Programming: USA relies on the application of "Outcomes-Based Programming" and the use of cooperative planning that will be initially conducted through programming Charrette with the JSC + key stakeholders from both municipalities. During our Programming Meetings, it is critical that the environment is one of comfort and encouragement whereby comments are welcomed from all parties. Should the JSC desire to actively involve personnel beyond department heads and/or bureau chiefs in the process, we have done so on previous similar projects and have found that

Combined Police + Courts Facility
Robbinsville + Hightstown, NJ
November 22, 2017



the design process can be a lesson in itself for the police + courts personnel – getting them to take more ownership of their “home away from home.”

The most critical phase to the success of this Project is Architectural Programming because typically projects that are over-programmed end up being over budget as well. In consideration of the extreme importance that USA places on this phase we offer some of the specific tasks that will be employed by our design team within the first few weeks of the job:

- Develop + distribute a project specific questionnaire + schedule interviews with key personnel in order to gain a collective understanding of how an ideal law enforcement + court facility would function best for both municipalities at this location.
- Organize Interactive goal setting sessions within each department for key members to share opinions and suggestions on the form and function of the facility, current / future operations, staffing projections, spatial and operational conditions, technology/security needs, etc.
- Conduct a visual physical survey of the existing conditions, with a team of professionals trained in many different areas to accurately assess existing and/or proposed buildings in all areas including the condition of the structural and MEPPF systems.
- Analyze the survey data from above to determine if the current facilities meet all barrier free accessibility (ADA), systems, and building code requirements.
- Prepare space-programming sheets to layout exactly what spaces are needed and not needed for each department. This programming will help to ensure that the end result is not over designed, a common problem that often raises the cost.
- Develop bubble/flow + blocking/stacking diagrams: These diagrams will facilitate in determining the required adjacencies of the spaces determined by the programming sheets, making sure that all spaces are arranged in the most efficient manner possible.
- Develop 3D Sketch-up Models of each option which will convey the building massing + placement on the site.
- Develop conceptual level Cost estimates for each option studied.

Our detailed analysis will consider many issues including: the allotted space vs. required area, long-range expansion capability, civic character and community approval, secure access, circulation of the public and detainees, including emergency and service personnel, security implications, constructability and construction costs, political considerations, phasing and timeframe. We will work closely with your JSC to rank the alternative design solutions for suitability and appropriateness.

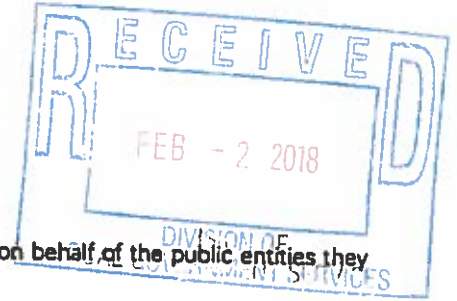
The program + site/building concepts will be presented in a final report that chronicles our work and outlines our decisions, including all existing condition findings, possibilities for renovation and expansion, horizontal and vertical, and related cost information for each possibility. The recommended concept, cost estimate, budget and project schedule will be presented to the JSC for review and approval. This report will be very informative and will give the Township + Borough the chance to make an educated decision in relation to the future of the facility.

GRANT WRITING SCOPE DEVELOPMENT

USA Architects has formed a strategic alliance with The Aubrey Group, a full service grants consulting firm, whose portfolio includes numerous municipalities, school districts and independent authorities, as well as several private companies, throughout the State of New Jersey.

The Aubrey Group is equipped with a network of experienced professionals committed to your success, and the ability to provide effective grant funding solutions with consideration of the nuanced needs of all branches of municipal government, as well as building municipal partnerships with the private and not-for-profit sectors for collaborative grant funded projects. We offer our clients extensive knowledge of federal, state, county and private grant-making organizations, complete grant-funded programming design and analysis, as well as grants financial management and reporting services. The grant research and writing staff is comprised of energetic, high achieving, creative young

Combined Police + Courts Facility
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November 22, 2017



professionals who are committed to thinking outside the box and working diligently on behalf of the public entities they represent.

The Aubrey Group's unique approach goes beyond basic grant application writing services to act as extended support for their client's organization, which in turn leads to a deeper understanding of each client's grant research and writing needs to achieve long-term funding solutions and grant-funded program stability.

As an extension of USA Architects, The Aubrey Group will work seamlessly with the Design Team and your high-level government affairs personnel, to formulate a single, comprehensive funding strategy which supports the development of the project. Since the full extent of Grant Writing is unknown at this time, we are proposing to work closely with you on an hourly basis utilizing the supplemental Rate Schedule immediately below until such time as the final scope of Grant Writing is determined. Once the scope(s) is fully defined we will provide a Lump Sum fee for the balance of services.

- Principal Grant Writer \$125/hour
- Technical Support \$75/hour

FEES

USA will perform the Basic Services described above in accordance with the following Fee Matrix. All work beyond the scope of Basic Services, as described above, shall be considered an Additional Service. Owner authorized Additional Services, will be invoiced on a Time and Material basis in accordance to the Rate Schedule submitted with our RFP response dated November 8, 2017 or as a negotiated lump sum amount.

TASK	Fee
Space Needs Assessment + Conceptual Planning (Lump Sum)	\$ 19,860
Grant Writing Scope Development (Time + Expense, Not-to-Exceed)	\$ 1,500
TOTAL	\$ 21,360

ASSUMPTIONS

- All meetings will be held in one (1) location + scheduled efficiently.
- Documentation of the existing site and buildings is available for our use and will be provided to the Design Team at the initial Kick-off Meeting.
- Work must be completed no later than April 1, 2018.

We look forward to your decision in the very near future and the opportunity to collaborate on this exciting undertaking.

Should you have any questions regarding this correspondence please do not hesitate to contact me at your earliest convenience. Please let me know if you require anything else from our office at this time.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark A. Coan", with a long horizontal line extending to the right.

Mark A. Coan, AIA
Partner + Director of Design

A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF ROBBINSVILLE AND BOROUGH OF HIGHTSTOWN FOR AN ARCHITECT FOR A JOINT POLICE AND MUNICIPAL COURT COMPLEX



WHEREAS, the Borough of Hightstown desires to contract with the Township of Robbinsville for provision of an Architect for a joint police and municipal court complex; and

WHEREAS, the Township of Robbinsville authorized a professional services agreement with USA Architects for the provision of the aforementioned services via Resolution 2017-288 in an amount not to exceed \$21,360.00 and other hourly rates as per the RFP opened of November 8, 2017; and

WHEREAS, the Borough of Hightstown and the Township of Robbinsville have agreed to split the costs equally with each municipality being responsible to pay \$10,680.00, plus applicable expenses; and

WHEREAS, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, this agreement is in the best interest of the Township of Robbinsville.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Robbinsville, in the County of Mercer and State of New Jersey, that the Shared Services Agreement between the Borough of Hightstown and the Township of Robbinsville for the provision of an Architect for a joint police and municipal court complex is authorized and accepted and the proper officials of the Township of Robbinsville are authorized to execute said agreement.

BE IT FURTHER RESOLVED that the agreement shall take effect upon the execution of agreement by the parties in accordance with N.J.S.A. 40A:65-5(c), et seq.

BE IT FURTHER RESOLVED that a copy of this resolution and agreement shall be forwarded to the Director of the Division of Local Government Services as per NJSA 40A:65-4 (3)b.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Chief Financial Officer, the Robbinsville Township Fire Department, and the Borough of Hightstown.

I certify this to be a true copy of a resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on January 25, 2018.

Michele Seigfried, Municipal Clerk