

7/24/13

**SHARED SERVICES AGREEMENT  
BETWEEN THE COUNTY OF GLOUCESTER AND THE CITY OF WOODBURY FOR  
PAVING ALONG WOODBURY GLASSBORO ROAD**

**This Uniform Shared Services Shared Agreement** ("Shared Services Agreement") dated this 24<sup>th</sup> day of July 2013, by and between the **City of Woodbury**, with offices at 33 Delaware Street (PO Box 180), Woodbury, New Jersey 08096 (hereinafter the "Woodbury"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the "County").

**RECITALS**

**WHEREAS**, Woodbury, which is located in the County, has need for supervision and scheduling of milling and paving of Woodbury Glassboro Road from Woodland Avenue to the Turnpike overpass upon completion of installation of a new water main by Woodbury (hereinafter the "Project"); and

**WHEREAS**, the County, through its Department of Public Works, Highway Division Yearly Paving Program, has the capacity to provide such supervision and scheduling of milling and paving for Woodbury in order to construct and complete the Project; and

**WHEREAS**, Woodbury has requested to the County that it provide the supervision and scheduling of milling and paving of the County owned road and thereby to construct and complete upon completion of the Project; and

**WHEREAS**, the County is willing and able to supply the supervision and scheduling of milling and paving required by Woodbury to repave Woodbury Glassboro Road from Woodland Avenue to the Turnpike overpass upon completion of installation of a new water main by Woodbury; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Act"), specifically authorizes local government units, including counties and fire districts, to enter into agreements for the provision of shared services.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, Woodbury and the County do hereby agree as follows:

**AGREEMENT**

**A. DESCRIPTION OF THE PROJECT.**

The County will provide to Woodbury the supervision and scheduling for the Project, which will include the construction and completion of the Project by the County's Department of Public Works, Highway Division Yearly Paving Program. The County reserves its right to recall the supervision and scheduling of milling and paving that are being used to construct the Project at any time in its sole discretion if the County should require for its own use.

The County will endeavor to construct and complete the Project on or before December 1, 2013, so that the scheduling of the work to construct and complete the Project shall be in the County's sole discretion. The County will provide written notice to Woodbury of the date on which it intends to commence repaving of Woodbury Glassboro Road.

The County shall be responsible to obtain, any Law enforcement service required for traffic control and detours at, or in the area of, the Project, while the County is undertaking to construct and complete the Project. Woodbury shall be required to pay for said Law enforcement services.

Woodbury shall also be responsible to obtain, including any costs for, any and all required inspections and certificates of approval and/or occupancy for the work on the Project.

**B. PAYMENT FROM WOODBURY TO COUNTY.**

Woodbury shall make payment to the County prior to commencement of the work on the Project of \$134,540.00 to the County. The County will send a written summary to Woodbury detailing the supervision and scheduling used by the County upon completion of the Project.

**C. DURATION OF AGREEMENT.**

This Agreement shall be effective July 24, 2013, and conclude on December 1, 2013.

**D. LIMITATION OF DELEGATION AND LIABILITY; INDEMNIFICATION; INSURANCE.**

Neither County nor Woodbury intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's providing the supervision and scheduling of milling and paving to complete the Project, as described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, Woodbury and the County hereby specifically agree to indemnify and hold the other harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by them and/or any of their agents, servants or employees in connection with the Project, which is the subject of this Shared Services Agreement.

In no event shall the County be liable for any loss, injury or damage, however arising, except what is set forth herein, and shall not in any account be liable for consequential loss or damage however caused, nor shall the County be liable in any other way for performance of the Project once complete; and the County shall not be liable for any special, incidental, indirect, speculative, remote, punitive, or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, or otherwise arising from, related to, or in connection with, the supervision and scheduling of milling and paving used for or any work constructed as part of, the Project.

Woodbury and the County both represent that both maintain General Liability and all other necessary and appropriate insurances regarding the Project. Simultaneously with the execution of this Shared Services Agreement, Woodbury and the County shall each provide to the other Certificates of Insurance for the relevant policies, and shall provide that each is named as an additional insured on the others policies. The said insurance policies and coverages shall be satisfactory to the County and Woodbury in their sole discretion.

**E. COMPLIANCE WITH LAWS AND REGULATIONS.**

Woodbury and the County agree that they will at their own cost and expense promptly comply with, and cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the Project described in this Shared Services Agreement; and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied regarding the Project.

**F. NOTICES.**

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the addresses herein set forth, or to such other address as the parties may hereafter substitute by written notice.

**G. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, Woodbury, and its respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** Woodbury and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged

and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **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 any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

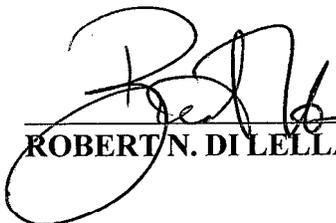
**H. EFFECTIVE DATE.**

This Shared Services Agreement shall be effective as of the 24<sup>th</sup> day of July, 2013, which date shall be considered the commencement date of this Agreement.

**IN WITNESS WHEREOF**, the County has caused this Agreement to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party passed for that purpose; and Woodbury has caused this Agreement to be signed by its properly authorized representative, and its seal affixed hereto, pursuant to a Resolution of said party passed for that purpose.

**ATTEST:**

**COUNTY OF GLOUCESTER**

  
\_\_\_\_\_  
ROBERT N. DILELLA, CLERK

**BY:**   
\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

**ATTEST:**

**CITY OF WOODBURY**

  
\_\_\_\_\_

**BY:**   
\_\_\_\_\_  
WILLIAM J. VOLK, MAYOR