

6/25/14

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FOR IMPROVEMENTS TO A PARKING LOT**

**This Uniform Shared Services Shared Agreement** ("Shared Services Agreement") dated this 13<sup>th</sup> day of March 2013, by and between the **Gloucester County Institute of Technology**, a body politic and corporate of the State of New Jersey, with offices at 1360 Tanyard Road, Sewell, NJ 08080 (hereinafter "**GCIT**"), 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**, the GCIT, which is located in the County, has a need for improvements to a parking lot located at the GCIT; and

**WHEREAS**, the County, through its Department of Public Works, has the capacity to provide such service; 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 municipalities, 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, the GCIT and the County do hereby agree as follows:

**AGREEMENT**

**A. DESCRIPTION.**

The County will make improvements to a parking lot located at the GCIT including micro paving, paving, milling, curbing, sidewalk, striping and site plan. The County will incur fuel costs and other costs to complete.

**B. PAYMENT FROM GCIT TO COUNTY.**

The GCIT shall pay the County to perform the improvements. The following is a break out of the estimated quantities and cost for the work at the GCIT:

Micro Paving	\$70,000.00	\$70,000.00
Paving:	450 tons @ \$60.00 / ton	\$27,000.00
Milling:	3400 SY @ \$ 1.50 / SY	\$ 5,100.00
Curbing:	1000 LF @ \$48.00 / LF	\$48,000.00
Sidewalk:	60 SY @ \$61.00 / SY	\$ 3,660.00

Striping:	\$25,000.00	\$25,000.00
Site Plan:	\$10,000.00	\$10,000.00
Fuel Cost:	\$3,000.00	\$ 3,000.00
Contingency:	\$10,000.00	\$10,000.00
	<b>Total</b>	<b>\$201,760.00</b>

Any additional charges required to complete the project shall be charged at the above rates and paid by the GCIT to the County.

**C. DURATION OF AGREEMENT.**

This Agreement shall be effective for a period of one (1) year, from June 25, 2014 to June 24, 2015.

**D. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither the County nor the GCIT intend by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

**E. INDEMNIFICATION.**

The GCIT shall indemnify and hold the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the GCIT.

The GCIT agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

**F. INSURANCE.**

At all times during the term of this Shared Services Agreement, all parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement. The GCIT shall, simultaneous to the execution of this Agreement, deliver certifications of said insurance to the County, naming the County as an additional insured.

## G. COMPLIANCE WITH LAWS AND REGULATIONS.

The County and the GCIT agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

## H. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the County, the GCIT, in his or her individual capacity, and neither the officers, agents or employees of the County or the GCIT, nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

## I. 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.

## J. 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, the GCIT, and their 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.** The GCIT 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 Shared Service Agreement, 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.

**K. EFFECTIVE DATE.**

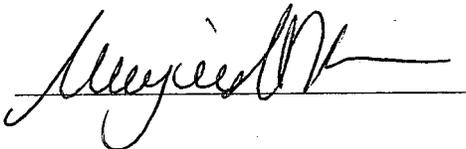
This Shared Services Agreement shall be effective as of the 25<sup>th</sup> day of June, 2014, which date shall be considered the commencement date of this Agreement.

**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 the GCIT 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:**

  
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**ROBERT N. DILELLA, CLERK**

**ATTEST:**

  
\_\_\_\_\_  
**MICHAEL C. DICKEN, SUPERINTENDENT**

**COUNTY OF GLOUCESTER**

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

**GLOUCESTER COUNTY INSTITUTE  
OF TECHNOLOGY**

  
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**MICHAEL C. DICKEN, SUPERINTENDENT**