

6/24/15

R:289-15

49301

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF GLASSBORO FOR THE INTERSECTION IMPROVEMENTS TO CR 553 AT HIGH STREET**

**This Uniform Shared Services Agreement** ("Shared Services Agreement"), dated this 24th day of June 2015, by and between the **Borough of Glassboro**, a body politic and corporate of the State of New Jersey (hereinafter the "Borough"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County").

**RECITALS**

**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.

**WHEREAS**, the Borough of Glassboro ("Borough") has requested the County of Gloucester ("County"), to fund construction of certain roadway improvements as part of the planned Intersection Improvements to Main Street CR533 & High Street.

**WHEREAS**, the County agrees that it is responsible for the cost of certain construction roadway and signal improvements; and

**WHEREAS**, the Borough is capable and willing to construct these roadway improvements as part of a coordinated overall improvement project to High Street provided that all costs related to the construction are reimbursed to the Borough; and

**WHEREAS**, the County agrees to reimburse the Borough for the costs related to Engineering Project 14-26 through a \$100,000.00 allocation of County aid for FY 2014; and

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

**AGREEMENT**

**A. DESCRIPTION OF CERTAIN SERVICES.**

The Borough shall construct roadway improvements such as roadway milling, paving signing, striping, curb / handicap ramps, signal improvements and associated items in accordance with the plans and as required by the County's standards for the purposes of construction of signal improvements to Main Street CR553 and High Street. The County shall reimburse the Borough for the cost of items associated with the signal improvements at the intersection.

**B. ESTIMATED COSTS/PAYMENTS.**

The estimated cost and payments shall be determined in accordance with all State Aid requirements through the New Jersey Department of Transportation (NJDOT), Bureau of Local Aid. The costs shall be the cost of the bid items associated with the work performed.

**C. DURATION OF AGREEMENT.**

This Agreement shall be effective for the period required for approval of reimbursement from the NJDOT. To the extent that additional reporting or administrative activities are necessary to conclude the administration of the program for the applicable calendar year(s), the Borough shall be authorized to take such action on behalf of the County and hereby agrees to do so, at no cost to the County.

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

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be constructed to delegate any authority other than the authority to provide all activities, including satisfaction of reporting requirements, to carry out the statutory and regulatory requirements of each entity. Neither the County nor the Borough intends by this Agreement to create any agency relationship other than that which may be specifically required by the Interlocal Services Act for the limited purpose of providing the construction of said certain roadway improvements.

Notwithstanding any such agency relationship which may be created by the Act, the Borough hereby specifically agrees to indemnify and hold County 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 the Borough and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Borough represents that it maintains general liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Borough shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

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

The Borough agrees that it will at its 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 the performance of the services described in this Shared Services Agreement.

F. **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 Borough, 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 Borough 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

**RESOLUTION R: 289 – 15**

**RESOLUTION AUTHORIZING EXECUTION OF SHARED SERVICES  
AGREEMENT BETWEEN THE BOROUGH OF GLASSBORO AND THE  
COUNTY OF GLOUCESTER FOR THE INTERSECTION IMPROVEMENTS  
TO CR 553 AT HIGH STREET**

*WHEREAS*, the Borough of Glassboro wishes to enter into a Shared Services Agreement with the County of Gloucester for the intersection improvements to CR 553 at High Street; and

*WHEREAS*, the County of Gloucester (“County”) is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096; and

*WHEREAS*, the Borough of Glassboro (“Glassboro”) is a municipal corporation of the State of New Jersey with offices located at 1 South Main Street, Glassboro, NJ 08028; and

*WHEREAS*, the governing body has reviewed the terms and conditions of said Shared Services Agreement.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey as follows:

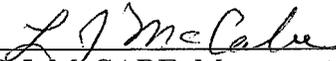
1. That the governing body does hereby approve and authorize the execution of the attached Shared Services Agreement with the County of Gloucester for the intersection improvements to CR 553 at High Street.

2. That the Mayor and/or Borough Administrator be and is hereby authorized to execute said Shared Services Agreement on behalf of the Borough of Glassboro.

ADOPTED  
07-14-2015

*ADOPTED*, at a regular meeting of the Mayor and Council of the Borough of  
Glassboro on Tuesday, July 14, 2015.

BOROUGH OF GLASSBORO

  
\_\_\_\_\_  
LEO J. McCABE, Mayor

  
  
\_\_\_\_\_  
PATRICIA A. FRONTINO, Municipal Clerk

**CERTIFICATION**

I, Patricia A. Frontino, Municipal Clerk, the Borough of Glassboro, in the  
County of Gloucester, do hereby certify that the foregoing Resolution was  
presented and duly adopted by the Borough Council at a meeting of the Borough  
of Glassboro held on Tuesday, July 14, 2015.

  
  
\_\_\_\_\_  
PATRICIA A. FRONTINO, Municipal Clerk

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the polici(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Conner Strong & Buckelew Companies, I MEL/JIF Underwriting Unit 9 Campus Drive, Suite 216 Parsippany, NJ 07054	CONTACT NAME: MEL Underwriting Service Center
	PHONE (A/C, No Ext): _____ FAX (A/C, No Ext) (732) 736-5274 EMAIL ADDRESS: MELUnderwritingSvcCntr@connerstrong.com
<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Borough of Glassboro 1 South Main Street Glassboro, NJ 08028	INSURER A: Gloucester, Salem, Cumberland Counties Municipal Joint Insur
	INSURER B: Municipal Excess Liability Joint Insurance Fund
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	Y		TRI151001-91	1/1/2015	1/1/2016	EACH OCCURRENCE	\$ 300,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED. EXP. (Any one person)	\$
							PERSONAL & ADV. INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG.	\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>	N		TRI151001-91	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (EA accident)	\$ 300,000
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per Accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		MEL01150187	1/1/2015	1/1/2016	EACH OCCURRENCE	\$ 4,700,000
							AGGREGATE	\$ 4,700,000
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TRI151001-91	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> OTH ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required ANY ALTERATIONS WILL VOID THIS CERTIFICATE.**  
 Certificate Holder, Gloucester County Public Works Dept. are amended to be included as "additional insured" the person(s) or organization(s) as shown in the description section of this certificate of insurance for General Liability & Excess Liability pursuant to the terms, conditions, limitations, and exclusions of the JIF Casualty Insurance Policy (but only with respect to liability caused in whole or in part by the acts or omissions of the named insured) Shared Services Agreement regarding roadway Improvements.

<b>CERTIFICATE HOLDER</b> County of Gloucester Board of Chosen Freeholders It's Departments & Agencies etal PO Box 337 Woodbury, NJ 08096	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

performed entirely within such State, including all matters of enforcement, validity and performance.

G. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of June 24, 2015 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

**THE COUNTY OF GLOUCESTER**



*Chad M Bruner*

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

*Robert M. Daminger*

**ROBERT M. DAMINGER,  
DIRECTOR**

ATTEST:

**THE BOROUGH OF GLASSBORO**



*Patricia A. Frontino*

**PATRICIA A. FRONTINO  
Municipal Clerk**

*Leo J. McCabe*

**LEO J. MCCABE, MAYOR**