

4/6/16

49 790

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF CLAYTON

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this _____ day of _____, 2016, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County"), and the Borough of Clayton, a municipal corporation of the State of New Jersey (hereinafter "Clayton").

RECITALS

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

WHEREAS, the Borough of Clayton ("Clayton"), a municipal corporation of the State of New Jersey with main offices located at 125 N. Delsea Drive, Clayton, New Jersey 08312; and

WHEREAS, Clayton requires fleet vehicle maintenance services; and

WHEREAS, it is in the best interest of the County and Clayton to enter into a Shared Services Agreement whereby the County will provide fleet vehicle maintenance services; 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 County and Clayton do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

1. Fleet maintenance will consist of all maintenance and repairs of the following, but not limited to: All Department of Public Works (DPW) vehicles, Parks vehicles, Clayton vehicles, Construction Code enforcement vehicle(s), two vehicles used by the Volunteer Fire Department.
2. All fleet maintenance shall be performed at the same level as required by ASE certification. All maintenance work shall meet the industry standard (ASE) for repairs.
3. All maintenance shall be coordinated between the County and Clayton Department Heads.
4. All pickup and delivery of Clayton equipment and vehicles shall be done by Clayton personnel to either the Clayton or Mantua yards.

5. In the event of a breakdown on the road, the County shall make every effort to respond, and repair vehicle/equipment. If a response cannot be made, a towing service will be provided by Clayton to the County DPW Clayton facility.
6. Clayton shall provide as much notice as possible for scheduling of repairs.
7. All replacement parts shall be purchased by the County through its vendors. Payment for parts used on Clayton vehicles shall be forwarded to Clayton by the County and Clayton shall forward full reimbursement within 45 days of submission.
8. In the process of fleet maintenance there shall be times when bulk oil and fluids, hardware and other items normally stocked by the County will be needed to facilitate repairs and shall be billed proportionally to the amount of fluids used on an invoice for that specific equipment/vehicle.
9. Final payment due no longer than thirty (30) days after the invoice date.
10. In the event of a dispute of payment, every effort shall be made to resolve by the Department of Public Works department heads of the County and Clayton. If a resolution cannot be made, it will then be addressed by the Clayton Director of Public Works and the Deputy County Administrator.
11. Any repair cost over \$1,000.00 must be approved by Clayton.

B. PAYMENT FROM CLAYTON TO COUNTY.

1. Clayton shall pay to the County the yearly sum of \$30,000.00 for fleet vehicle maintenance services and this fee shall be paid quarterly (\$7,500.00), plus an increase of 2% per year for the life of the Agreement.

Additional Payment:

2. Parts:

Clayton will be responsible for the payment for all parts and the purchase/replacement of their own vehicles; however, Clayton may use the County's Capital Purchases Option and Clayton will hold the titles to their own vehicles.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for the initial period commencing June 1, 2016 and concluding May 31, 2026. Thereafter, the parties agree that this Agreement may be renewed by mutual consent.

Either party may terminate this agreement for any reason by providing 90 days' written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two S. Broad, Woodbury, New Jersey, 08096. As to Clayton: Timothy Scaffidi, 28 Cooper Street, Woodbury, NJ 08096.

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

Neither County nor Clayton 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 fleet vehicle maintenance services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, Clayton 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 Clayton 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.

Clayton 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, Clayton 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.

This Agreement will automatically renew by mutual consent of both Clayton and the County.

E. COMPLIANCE WITH LAWS AND REGULATIONS

Clayton 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.

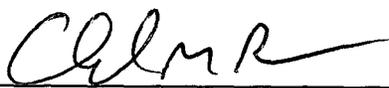
F. MISCELLANEOUS

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, Clayton, 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.** Clayton 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.
- G. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of the _____ day of _____, 2016, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:



CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER



ROBERT M. DAMINGER,
DIRECTOR

ATTEST:



CHRISTINE NEWCOMB, CLERK

BOROUGH OF CLAYTON



THOMAS BIANCO, MAYOR