

7/6/16

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE CLEARVIEW REGIONAL HIGH SCHOOL DISTRICT FOR VARIOUS PAVING REPAIRS

This Uniform Shared Services Shared Agreement (“Shared Services Agreement”) dated this 6th day of July, 2016, by and between 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**”) and **Clearview Regional High School District**, with offices at Administration Building, 420 Cedar Road, Mullica Hill, NJ 08062 (hereinafter “**Clearview**”), and the.

RECITALS

WHEREAS, Clearview, which is located in the County, has a need for various paving repairs; 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, Clearview and the County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION.

The County will make various paving repairs for Clearview.

B. PAYMENT FROM CLEARVIEW TO COUNTY.

Clearview shall pay the County to perform the paving repairs for a price of \$65.00 per ton installed which includes labor and material.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of one (1) year, from July 6, 2016 to July 5, 2017.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE;

Neither County nor Clearview 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, Clearview 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 Clearview 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.

Clearview 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, Clearview 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 County and Clearview 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.

F. 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, Clearview, in his or her individual capacity, and neither the officers, agents or employees of the County or Clearview, 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.

G. 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.

H. 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, Clearview, 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.** Clearview 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.

I. EFFECTIVE DATE.

This Shared Services Agreement shall be effective as of the 6th day of July, 2016, which date shall be considered the commencement date of this Agreement.

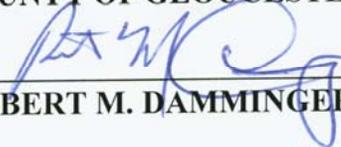
IN WITNESS WHEREOF, the County has caused this Agreement to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party passed for that purpose; and Clearview has caused this Agreement to be signed by its properly authorized representative,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

ATTEST:



CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER



ROBERT M. DAMMING, DIRECTOR

ATTEST:



**CLEARVIEW REGIONAL HIGH
SCHOOL DISTRICT**



JOHN HORCHAK, III,
SUPERINTENDENT