

4/20/16

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF
GLOUCESTER AND THE TOWNSHIP OF MANTUA FOR WEED CONTROL
SERVICES**

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 1st day of May, 2016, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”), and the Township of Mantua, a municipal corporation of the State of New Jersey (hereinafter “Mantua”).

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 Township of Mantua (“Mantua”), is a municipal corporation of the State of New Jersey with main offices located at 401 Main Street, Mantua, New Jersey 08051; and

WHEREAS, Mantua has a need for the use of County personnel, equipment, and material to improve field conditions and grass at Chestnut Branch Park; and

WHEREAS, the County has the personnel, equipment and material to perform turf management to provide weed control in order to improve the field conditions and grass at Chestnut Branch Park; and

WHEREAS, it is in the best interest of the County and Mantua to enter into a Shared Services Agreement whereby the County will provide the use of County personnel, equipment and materials; 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 Mantua do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

1. The County will provide to Mantua the use of County personnel, equipment and material to prepare the fields at Chestnut Branch Park in an effort to improve the field conditions and grass.
2. The County shall provide the following equipment: Toro 225 gallon boom sprayer, a Jacobsen SV truck with a Vicon pendular spreader, a Smithco trap rake with a spreader attachment and Andersons model 2000 push spreader, Aeravator, Redexim Charterhouse Vertdrain and Toro Truck with Turfco topdresser attachment.
3. All maintenance shall be coordinated between the County Golf Course Superintendent and Mantua Director of Public Works.

4. Mantua shall provide as much notice as possible for the use of personnel, equipment and material.
5. Final payment due no longer than sixty (60) days after the invoice date.
6. In the event of a dispute of payment, every effort shall be made to resolve by County and Mantua department heads. If a resolution cannot be made, it will then be addressed by the Mantua Director of Public Works and the Deputy County Administrator.

B. PAYMENT FROM MANTUA TO COUNTY.

1. Mantua shall pay to the County the actual cost of the material used to prepare the fields.
2. Mantua shall pay to the County, an hourly rate of \$40.80 for supervisory personnel and \$34.25 for staff members.
3. Mantua shall pay to the County the following hourly rates for equipment:
 - a. \$10.75 Toro 225 gallon boom sprayer;
 - b. \$29.00 Jacobsen SV truck with a Vicon pendular spreader;
 - c. \$10.75 Smithco trap rake with a spreader attachment;
 - d. \$10.75 Andersons model 2000 push spreader;
 - e. \$10.75 AERA-vator;
 - f. \$10.75 Redexim Charterhouse Vertdrain;
 - g. \$29.00 Toro Truck with Turfco topdresser attachment

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of 5 years beginning May 1, 2016 and concluding April 30, 2021.

D. TERMINATION.

This Agreement may be terminated, upon written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;
2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;
3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

E. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALS.

Neither County nor Mantua 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, Mantua 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 Mantua 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.

Mantua 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, Mantua 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 Mantua and the County.

F. COMPLIANCE WITH LAWS AND REGULATIONS

Mantua 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.

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, Mantua, 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.** Mantua 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 1st day of May, 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:



JENNICA BILECI, CLERK,
M.P.A., R.M.C.

TOWNSHIP OF MANTUA



PETER SCIRROTTO, MAYOR