

5/11/16

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

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 1 day of June, 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 plan and specification preparation for the resurfacing of Academy Street, CR 610 in Clayton; and

WHEREAS, the County has the expertise and personnel to provide these 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 plan and specification preparation for the resurfacing of Academy Street, CR 610 in Clayton; 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. The County will prepare plan and specification for the resurfacing of Academy Street, CR 610 in Clayton. Clayton also needs a water main along this section of roadway replaced. The County will bid the project for both the water main replacement and roadway work.

Clayton will be responsible for the inspection and testing of the water main and preparation and payment of its invoicing for the water main work.

The County would perform all inspection and testing required for the roadway work and preparation and payment of its invoicing with the roadway work.

B. PAYMENTS.

1. Clayton shall be responsible for all costs associated with the water main installation.
2. The County shall be responsible for all costs associated with the roadway construction.
3. No payments will be made from the County to Clayton nor from Clayton to the County for any services set forth herein.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of one year commencing May 11, 2016 and concluding May 10, 2017.

Either party may terminate this agreement for any reason by providing 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: Borough of Clayton, 125 N. Delsea Drive, Clayton, NJ 08312. However, if Clayton shall terminate, they shall still be responsible for all costs associated with the installation of the water main.

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

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 road construction 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.

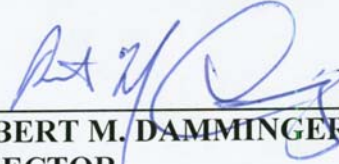
G. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of the 1 day of June, 2016, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:



CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER



ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:



CHRISTINE NEWCOMB, CLERK

BOROUGH OF CLAYTON



THOMAS BIANCO, MAYOR