

**SHARED SERVICES AGREEMENT  
BY AND BETWEEN THE  
COUNTY OF CAMDEN  
AND  
CHERRY HILL TOWNSHIP**

**THIS DOCUMENT** constitutes an agreement made by and between the County of Camden, a body politic and corporate of the State of New Jersey, having its principal place of business at 520 Market Street, Camden, New Jersey 08102 (the "County") and the Township of Cherry Hill, a body politic and corporate of the State of New Jersey, having its principal place of business at 820 Mercer Street, Cherry Hill, New Jersey 08002, (the "Township"). The date of execution of this agreement is the *2nd* day of *March* 2012.

**WITNESSETH:**

**WHEREAS**, the County of Camden has determined that it can include sidewalk construction/installation and on-road bike lanes within the Kings Highway mill and overlay project; and

**WHEREAS**, the Township shall be responsible for the full cost of labor and materials for said sidewalk construction/installation and on-road bike lanes; and

**WHEREAS**, the Township of Cherry Hill agrees to indemnify and hold the County, its agents and employees, harmless for any liability which may attach or arise either during or at any time subsequent to the completion of the project; and

**WHEREAS**, there is a need to authorize and enter into a Shared Services Agreement with Cherry Hill Township for this purpose as authorized pursuant to N.J.S.A. 40A:65-1, *et seq*

**WHEREAS**, N.J.S.A. 40A:65-1, *et seq* ("Uniform Shared Services and Consolidation Act") permits two local units to enter into a contract for any service which



any party to the agreement is empowered to render within its jurisdiction: and

**WHEREAS**, the County and the Township agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act: now, therefore,

IN CONSIDERATION of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

**1. PURPOSE AND SCOPE**

The County will include sidewalk construction/installation and on-road bike lanes within the Kings Highway mill and overlay project, located in Cherry Hill Township, Camden County, New Jersey.

**2. FUNDING**

The Township shall be responsible for the full cost of labor and materials for the sidewalk construction/installation and on-road bike lanes as determined by line item unit prices and as-built quantities; and

**3. INDEMNIFICATION**

The Township agrees to indemnify and hold the County, its agents and employees, harmless for any liability which may attach or arise either during or at any time subsequent to the completion of the project. Any such liability which results from this project shall be limited to claims that arise specifically as a result of the construction/installation of the sidewalk and/or on-road bike lanes to which this agreement relates.

**4. CONFLICT OF INTEREST**

The Township agrees that in connection with this Agreement it will comply with all



appropriate standards of conduct and will avoid any real conflict of interest or any appearance of a conflict of interest related to this Project.

5. **TERM AND TERMINATION**

The term of this Agreement shall be for a period commencing upon execution of the Shared Services Agreement by both parties until completion of the Project and receipt of funds from the County to the Township. This agreement shall be binding upon the parties, their heirs, successors, and assigns.

6. **NOTICES**

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to the parties at the addresses listed herein above.

7. **MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions shall apply to this Agreement:

**a. Construction of this Agreement**

The parties acknowledge that this Agreement was prepared under New Jersey law and shall therefore be interpreted under the laws of the State of New Jersey.

**b. Waiver**

Failure to enforce any of the provisions of this Agreement by any of the parties shall not be construed as a waiver of the provisions.

**c. Amendment for Modification**

This Agreement may not be modified, altered, or amended in any manner, except in writing, signed by the parties hereto.

**d. Heading**

This section and any other headings contained in this Agreement are for



reference purposes only and shall not affect meaning or interpretation of this agreement.

**e. Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

**f. Entire Agreement**

This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there is no side or oral agreements relating to the understandings set forth herein.

**g. Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from the County.

**h. Affirmative Action**

The parties hereby agree to incorporate the affirmative action language attached hereto.

**i. Americans with Disabilities**

The parties hereby agree to incorporate the Americans with Disabilities Act language attached hereto.

**j. Audit**

The HSC shall permit the County and/or its independent auditors to have access, at a reasonable time and place, to the records and financial statements necessary to comply with the following audit requirements as applicable:





**Type of Contractors**

Non-Profits and Institutions  
of Higher Education

**Audit Requirements**

**State Funds –**  
**N.J.O.M.B. Circular**  
Letter 98-07

**Federal Funds -**  
OMB Circular A-133  
(Revised)

State and Local Governments

**State Funds -**  
N.J.O.M.B. Circular  
Letter 98-07

**Federal Funds -**  
OMB Circular A-133  
(Revised)

For Profits

County's requirement of  
access as detailed above.

Copies of the above-referenced circulars are available upon request from the Camden County Chief Financial Officer. **All non-profits, institutions of higher education, and state and local government contractors shall annually forward a copy of their Single Audit Report to the Camden County Chief Financial Officer, 9th Floor Courthouse, 520 Market Street, Camden. New Jersey 08102-1375.** Failure to comply with this procedure may, at the County's sole option, result in the withholding of any payment pursuant to this contract.

**k. Funding**

Where applicable, pursuant to N.J.S.A. 40A:1 1-15, this Agreement is subject to the availability and appropriation of sufficient funds each year in which it is in effect.

**l. Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.




**m. Binding Agreement**

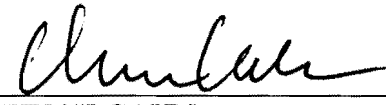
This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

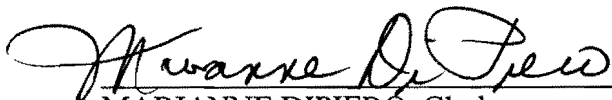
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Witness:

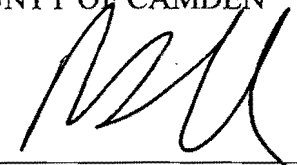
TOWNSHIP OF CHERRY HILL

  
NANCY L. SAFFOS, RMC  
MUNICIPAL CLERK  
TOWNSHIP OF CHERRY HILL

By:   
CHUCK CAHN  
MAYOR, CHERRY HILL TWP.

  
MARIANNE DIPIERO, Clerk,  
Board of Chosen Freeholders

COUNTY OF CAMDEN

By:   
ROSS G. ANGILELLA  
County Administrator

#

Files Gen\Highway\Resolutions 2012\  
SSA w Cherry Hill for Sidewalks -  
Kings Highway Mill and Overlay- 7-30-12



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.



The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies





shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**AMERICANS WITH DISABILITIES ACT**  
**Mandatory Language**

Equal Opportunity for Individuals with Disabilities.

~~The Contractor and the County do hereby agree that the provisions of~~  
Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.); which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.



It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their ~~performance of this agreement.~~ Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

