

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: CAMDEN COUNTY COUNTY: CAMDEN

RECIPIENT: CHERRY HILL TWP. COUNTY: CAMDEN

BRIEF DESCRIPTION OF SERVICE:

COUNTY TO PROVIDE SIDEWALK + DRAINAGE
IMPROVEMENTS ON COLES AVE.

EFFECTIVE DATE: 8/3/17

EXPIRATION DATE: At completion of project

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT UNKNOWN

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

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

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 *3rd* day of *August* 2017.

WITNESSETH:

WHEREAS, the County of Camden has determined that it can provide sidewalk and drainage improvements on Coles Avenue (CR 627), in the Township of Cherry Hill, when it advertises the bid for the B8-17 Mill and Overlay Project; and

WHEREAS, the Township shall reimburse the County the amount of \$39,825.00 for the said sidewalk and drainage improvements on Coles Avenue (CR 627); and

WHEREAS, there is a need to authorize and enter into a Shared Services Agreement with the 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 interests 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 purpose of the Agreement is for the Township to reimburse the County the amount of Thirty-Nine Thousand Eight-Hundred & Twenty-Five Dollars (\$39,825.00) for the sidewalk and drainage improvements on Coles Avenue (CR 627), in the Township of Cherry Hill, New Jersey.

2. FUNDING

The Township shall reimburse the County the amount of Thirty-Nine Thousand Eight-Hundred & Twenty-Five Dollars (\$39,825.00).

3. 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.

4. INDEMNIFICATION

The Township agrees to indemnify and hold the County, its agents and employees, harmless for any actions or omissions by the Township's agents or employees regarding the improvements which may attach or arise at any time subsequent to the completion of the 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 the receipt of funds by the County from the Township.

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 on page 1 of this Agreement. Same shall be submitted to the Office of County Counsel, 520 Market Street, 14th Floor, City Hall, Camden, New Jersey 08102-1375.

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 governed by, construed, and enforced in accordance with 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 affirmative action provisions set forth in the bid documents are incorporated herein and made a part hereof.

i. Americans with Disabilities

The Americans with Disabilities Act Provisions set forth in the bid documents are incorporated herein and made a part hereof.

j. Audit

The Township 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 Audit Requirements

Non-Profits and Institutions
of Higher Education

State Funds –
N.J.O.M.B. Circular
Letter 15-08

Federal Funds –
OMB’s Uniform Administrative
Requirements Cost Principles, and
Audit Requirements for Federal
Awards

State and Local Governments

State Funds -
N.J.O.M.B. Circular

Federal Funds -
OMB’s Uniform Administrative
Requirements Cost Principles, and
Audit Requirements for Federal
Awards

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

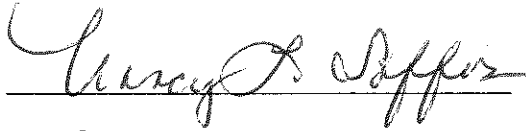
effect.

1. Binding Agreement

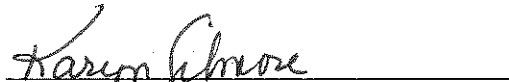
This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

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


Witness: *ATTEST:*



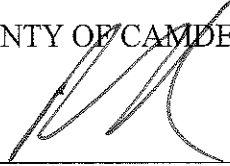
**NANCY L. SAFFOS, RMC
MUNICIPAL CLERK
TOWNSHIP OF CHERRY HILL**


KAYRN GILMORE, Clerk,
Board of Chosen Freeholders

TOWNSHIP OF CHERRY HILL

By: 
CHARLES M. CAHN, Mayor

COUNTY OF CAMDEN

By: 
ROSS G. ANGILELLA
County Administrator

#4076-154
MVW/emc

ZFiles Gen\Highway\SSA w Cherry Hill – sidewalk & drainage improvements – Coles Rd. – 7-2017