

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Cumberland COUNTY: Cumberland

RECIPIENT: City of Bridgeton COUNTY: Cumberland

BRIEF DESCRIPTION OF SERVICE:

County to replace utility relocation (water and sewer) and advance the cost of same to City of Bridgeton who does not currently have the funding for same.

EFFECTIVE DATE: Award to

EXPIRATION DATE: Completion

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT N/A

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

BETWEEN THE COUNTY OF CUMBERLAND

AND THE

CITY OF BRIDGETON

This agreement is made this 18th day of October, 2018, by and between the County of Cumberland, a body corporate, organized and existing under the Laws of the State of New Jersey having its principal offices at 164 West Broad Street, Bridgeton, New Jersey 08302 (hereinafter referred to as "the County") and the City of Bridgeton, a municipal entity of the State of New Jersey, having its principal offices located at 181 East Commerce Street, Bridgeton, New Jersey 08302 (hereinafter sometimes referred to as "City").

WHEREAS, pursuant to case law, the County has a long standing policy that it does not pay for utility relocation necessary for its Public Works Infrastructure Projects; and

WHEREAS, the Indian Fields Bridge Project (Burlington Road) will require utility relocation (water and sewer) and the City is responsible for said water main relocation necessary for said project; and

WHEREAS, the City does not have the money currently to pay for the utility relocation of water and sewer and the County is willing to replace the utility relocation (water and sewer) and advance the cost of the relocation as part of the project cost in the estimated amount of \$240,000.00; and

WHEREAS, the City is willing to reimburse the County for the estimated amount and any additional costs which may be incurred for the utility relocation project over a five (5) year period in equal payment amounts; and

WHEREAS, the City and the County are desirous of entering into a shared services agreement for said project pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40:65A-1 et seq.) which authorizes and empowers local units of government to enter into such an agreement for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction.

NOW, THEREFORE, it is agreed by and between the City of Bridgeton and the County of Cumberland as follows:

The County agrees to replace the utility relocation (water and sewer) and advance the cost of the relocation as part of the Burlington Road Culvert Project over Indian Field Branch in the estimated amount of \$240,000.00 and any additional costs which may be incurred for the utility relocation project and the City is willing to reimburse the County for the estimated amount of \$240,000.00 and any additional costs which may be incurred for the utility relocation project over a five (5) year period in equal payment amounts.

INSURANCE

At all times during the term of this Shared Services Agreement, both the County and City shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, all-risk and comprehensive general liability insurance covering and insuring against losses or damages to third parties due to defective or negligent

performance of work under this Agreement, and if applicable, Worker's Compensation Insurance coverage.

Both the County and the City, upon the request of the other, provide a Certificate of Coverage evidencing that appropriate insurance coverage on behalf of the other is in full force and effect.

INDEMNIFICATION

1. The City agrees to indemnify and hold harmless and defend the County with respect to any and all claims arising under this agreement which are caused by the negligence or omissions of the City, its agents, servants or employees. Both the City and the County agree that each party shall be entitled to and reserve its rights with respect to any and all defenses which may be raised against the other or against third parties under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

2. The County agrees to indemnify and hold harmless and defend the City with respect to any and all claims arising under this agreement which are caused by the negligence or omissions of the County, its agents, servants or employees. Both the County and the City agree that each party shall be entitled to and reserve its rights with respect to any and all defenses which may be raised against the other or against third parties under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

3. Each party agrees to indemnify and hold the other harmless and defend the other with respect to any claims, damages, judgments or liabilities caused by or related to actions, omissions or negligence attributable to employees of the City and the County which result in damages to the other or to third parties or result in property damage.

REMEDIES

1. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will be made and an exchange of information between the parties without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties agree to settle the dispute by mediation administered by the American Arbitration Association.

2. Any unresolved controversy or claim arising from or related to this contract shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and judgment on any award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER

In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

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

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 Local Units 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. Each Local Unit 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.

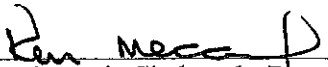
9. Governing Law. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey

TERM/EFFECTIVE DATES

This agreement shall be effective on the date of signing and shall terminate upon the conclusion of the infrastructure repairs and payment of all amounts due hereunder.

In accordance with N.J.S.A. 40A:65-1, et seq. this Agreement shall be filed with the Division of Local Government Services.

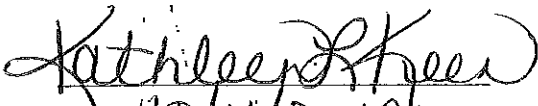
ATTEST


Ken Mecouch, Clerk to the Board

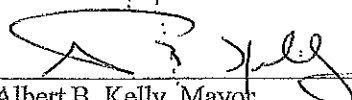
COUNTY OF CUMBERLAND


Joseph Derella, Freeholder Director

ATTEST


10/4/2018

CITY OF BRIDGETON


Albert B. Kelly, Mayor