

LOCAL GOVT SERVICES  
DIVISION OF LOCAL GOVERNMENT SERVICES

RECEIVED  
SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: The County of Gloucester COUNTY: Gloucester

RECIPIENT: Township of Mantua COUNTY: Gloucester

BRIEF DESCRIPTION OF SERVICE:

Resurfacing of McCarthy Avenue

EFFECTIVE DATE: August 21, 2017

EXPIRATION DATE: August 20, 2018

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

State of NJ  
50726

9/20/17

---

---

**SHARED SERVICES AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**

and

**TOWNSHIP OF MANTUA**

**FOR THE RESURFACING OF MCCARTHY AVENUE**

**Dated: August 21, 2017**

---

---

*Prepared by:* Emmet E. Primas, Jr.,  
Assistant County Counsel

## TABLE OF CONTENTS

	Recitals .....	3
Paragraph A.	Description of Services .....	3
Paragraph B.	Payment .....	3
Paragraph C.	Duration of Agreement.....	4
Paragraph D.	Termination .....	4
Paragraph E.	Limitation of Delegation.....	4
Paragraph F.	Indemnification.....	4
Paragraph G.	Compliance with Laws and Regulations.....	5
Paragraph H.	Miscellaneous.....	5
Section 1.	Amendment.....	5
Section 2.	Successors and Assigns.....	5
Section 3.	Severability .....	5
Section 4.	Counterparts.....	5
Section 5.	Entire Agreement .....	5
Section 6.	Further Assurances and Corrective Instruments .....	5
Section 7.	Headings.....	5
Section 8.	Non-Waiver.....	5
Section 9.	Governing Law .....	6
Paragraph I.	Effective Date.....	6

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

THIS SHARED SERVICES AGREEMENT ("Agreement"), dated this 21<sup>st</sup> day of August, 2017, 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 2 S. Broad Street, Woodbury, NJ 08096; and

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

WHEREAS, the County is undertaking a road reconstruction project for the Resurfacing and Safety Improvements to Main Street (C.R. 553A) and Wenonah Avenue/Mantua Boulevard (C.R.632) in the Township of Mantua, known as Engineering Project #16-01, and the Township of Mantua (hereinafter "Mantua") has a need for the resurfacing of McCarthy Avenue, which is contiguous to County Engineering Project #16-01; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. ("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.**

In order to facilitate a need by the Township, the County will incorporate the resurfacing of McCarthy Avenue into Engineering Project #16-01.

**B. PAYMENT.**

The Township shall be responsible for any and all costs associated with the roadway resurfacing of McCarthy Avenue and will reimburse the County for those costs upon presentation of an invoice.

**C. DURATION OF AGREEMENT.**

This Agreement shall be effective for a period of one (1) year commencing August 21, 2017 and concluding August 20, 2018, or until the resurfacing project is completed, whichever comes first.

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, 2 S. Broad Street, Woodbury, New Jersey, 08096. As to Mantua: Township of Mantua, 401 Main Street, Mantua, NJ 08051.

#### **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.**

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 performing the services described in this Shared Services Agreement.

#### **F. INDEMNIFICATION; INSURANCE; RENEWABLES.**

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 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.

**G. COMPLIANCE WITH LAWS AND REGULATIONS.**

Each party to this Agreement shall 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 Agreement.

**H. 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, Jurisdiction and Venue.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

1. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of the 21<sup>st</sup> day of August, 2017, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:



LAURIE J. BURNS,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

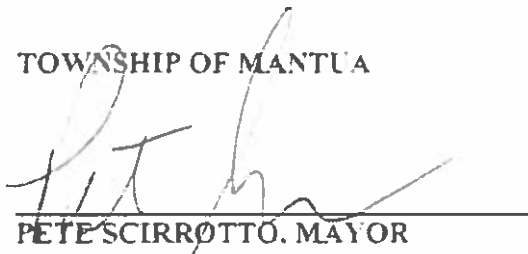


ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

ATTEST:

\_\_\_\_\_  
JENNICA BILECI, CLERK

TOWNSHIP OF MANTUA



\_\_\_\_\_  
PETE SCIRROTTO, MAYOR

of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law, Jurisdiction and Venue.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

1. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of the 21<sup>st</sup> day of August, 2017, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
LAURIE J. BURNS,  
CLERK OF THE BOARD

\_\_\_\_\_  
ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

ATTEST:

TOWNSHIP OF MANTUA

  
\_\_\_\_\_  
JENNICA BILECI, CLERK

  
\_\_\_\_\_  
PETE SCIRROTTO, MAYOR