

**DIVISION OF LOCAL GOVERNMENT SERVICES**

**SHARED SERVICES AGREEMENT**

**COVER SHEET**

PROVIDER: COUNTY OF CAMDEN COUNTY: CAMDEN

RECIPIENT: TOWNSHIP OF CHERRY HILL COUNTY: CAMDEN

**BRIEF DESCRIPTION OF SERVICE:**

COUNTY TO PROVIDE ROAD IMPROVEMENTS, INCLUDING  
SIDEWALK, BIKE LANES + MISCELLANEOUS TRAFFIC  
SIGNAL IMPROVEMENTS ALONG SPRINGDALE RD  
IN CHERRY HILL TOWNSHIP.

EFFECTIVE DATE: 2/5/16

EXPIRATION DATE: UNTIL COMPLETION OF JOB

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.

**SHARED SERVICES AGREEMENT  
BY AND BETWEEN THE  
COUNTY OF CAMDEN  
AND  
TOWNSHIP 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 *5th* day of *February* 2016.

**WITNESSETH:**

**WHEREAS**, the County of Camden has determined that it can provide road improvements, including sidewalk, bike lane and miscellaneous traffic signal improvements along Springdale Road, Phase II, in the Township of Cherry Hill (CR673), New Jersey; and

**WHEREAS**, the Township of Cherry Hill shall reimburse the County of Camden the amount of up to \$445,000.00 for the said sidewalk, bike lane and miscellaneous traffic signal improvements; and

**WHEREAS**, there is a need to authorize and enter into a Shared Services Agreement with the Township of Cherry Hill 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 purpose of the Agreement is for the Township to reimburse the County the amount of Four Hundred Forty Five Thousand Dollars and Zero Cents (\$445,000.00) for the said roadway improvements, including sidewalk, bike lane and miscellaneous traffic signal improvements along Springdale Road (CR673) in the Township of Cherry Hill, New Jersey.

In the event the reimbursement amount is proven to be less than the full \$445,000 Township shall reimburse that amount which is actually owed up to \$445,000.00.

**2. FUNDING**

The Township shall reimburse the County the amount of Four Hundred Forty Five Thousand Dollars and Zero Cents (\$445,000.00), unless the reimbursement amount is proven to be less than the full \$445,000.00, then Township shall reimburse that amount which is actually owed up to \$445,000.00.

**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. 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 Township to the County. This agreement shall be binding upon the parties, their heirs, successors, and assigns.

**4a. INDEMNIFICATION**

The Township agrees to indemnify and hold the County, its agents and employees, harmless for any actions or omissions by Cherry Hill's agents or employees regarding the improvements which may attach or arise at any time subsequent to the completion of the project. This excludes any liability which would ordinarily attach to the County for actions or omissions as they relate to the County right of way, and includes indemnification for those improvements that become the responsibility of the Township to maintain after their completion (sidewalk, traffic signaling, etc.).

**5. 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.

**6. 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 Township and the County agree that, in the event that either party needs the other party's records or financial statements for this Project, the requesting party and/or its independent auditors shall have access to those records and financial statements at a reasonable time and place.

**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.

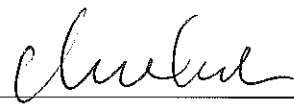
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on  
the day and year first above written.

Witness: ATTEST




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

TOWNSHIP OF CHERRY HILL


By: 

**CHARLES M. CAHN  
MAYOR**

COUNTY OF CAMDEN



**MARIANNE DIPIERO, Clerk,  
Board of Chosen Freeholders**

By: 

**ROSS G. ANGILELLA  
County Administrator**

#4076-117

Jaf/emc

Files Gen\Highway\SSA w Cherry Hill – roadway improvements Springdale PII – 12-17-15