

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Township of Cherry Hill COUNTY: Camden

RECIPIENT: TOWNSHIP OF PENNSAUKEN COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

Milling and Paving of Wisteria Ave
Between the Township of Pennsauken and
The Township of Cherry Hill

EFFECTIVE DATE: 7-18-17

EXPIRATION DATE: 2017

Please submit this cover sheet with shared service agreement either via email to EKG@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 FOR THE MILLING AND PAVING OF
WISTERIA AVENUE BETWEEN THE TOWNSHIP OF PENNSAUKEN AND
THE TOWNSHIP OF CHERRY HILL**

THIS AGREEMENT made this 18 day of JULY, 2017, shall be between the **TOWNSHIP OF PENNSAUKEN** (hereinafter "PENNSAUKEN"), having its principal place of business located at 5605 N. Crescent Blvd., Pennsauken, NJ 08110, and **CHERRY HILL TOWNSHIP** (hereinafter "CHERRY HILL"), located at 820 Mercer Street, Cherry Hill, NJ 08002.

RECITALS:

WHEREAS, PENNSAUKEN and CHERRY HILL have determined that paving Wisteria Avenue, a road on the border between PENNSAUKEN and CHERRY HILL, as part of CHERRY HILL's 2017 Road Management Program will be beneficial and cost effective to all parties involved; and

WHEREAS, PENNSAUKEN and CHERRY HILL intend, by virtue of this document, to set forth the terms and conditions of this Agreement; and

WHEREAS, CHERRY HILL has agreed to assume lead agency responsibilities; and

WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq. encourages and promotes local units working together in an effort to save taxpayer dollars and promote government efficiencies; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective governing bodies attached hereto and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Scope of Work. CHERRY HILL will complete the paving of Wisteria Avenue from Chapel Avenue to the end of Wisteria Avenue as described in the Scope of Work section of the Request for Proposal for CHERRY HILL's 2017 Road Maintenance Program. The work shall include excavation of approximately 5 inches, 3 inches of base paving, 2 inches of top paving, and monolithic curbing and gutters.

2. Payment. PENNSAUKEN agrees to reimburse CHERRY HILL for half of the total cost of the entire paving of Wisteria Avenue. Upon completion of the road, CHERRY HILL will provide a bill detailing the total final costs.

3. Audit. Pursuant to the Single Audit Act of 1984, CHERRY HILL agrees to permit PENNSAUKEN and/or its agents to examine any and all records relevant to this Agreement, and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement. It is agreed that CHERRY HILL shall provide payroll records supporting the labor and benefits costs to the fullest extent permitted by law. As applicable per the use of municipal consulting engineering services, initial proposals and invoices shall be provided to the PENNSAUKEN as requested.

4. Indemnification. Each party shall be responsible for and agrees to indemnify and hold the other party harmless from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the indemnifying party, its officers, agents or employees. The party seeking indemnification agrees to notify the other party as soon as practical of any third-party claim, demand or cause of action for which it will request indemnification. The indemnitee will provide indemnitor with the necessary information and assistance to defend such claim, demand or cause of action.

5. Agreements. This contract, including any attachment to it and documents therein included by reference, sets forth the entire understanding and agreement between CHERRY HILL and PENNSAUKEN.

6. Law. This contract is made under and shall be governed by the laws of the State of New Jersey.

7. Agency. Except as provided otherwise herein, neither party shall act as the agent of the other and neither shall have the ability to bind the other without express written permission duly authorized by the appropriate governing body.

8. Notices. All notices hereunder shall be in writing and sent certified mail, return receipt requested to:

As to TOWNSHIP:

Robert N. Wright, Jr. Esquire
Law Department
Township of Cherry Hill
820 Mercer Street
Cherry Hill, NJ 08002

With a copy to:

Director of Public Works
Township of Cherry Hill
820 Mercer Street
Cherry Hill, NJ 08002

As to PENNSAUKEN:

Michael E. Joyce, Esq.
1040 Kings Highway North, Suite 300
Cherry Hill, NJ 08034

With a copy to:

Township Engineer
Pennsauken Township
5605 N. Crescent Boulevard
Pennsauken, NJ 08110

9. Miscellaneous:

a. Shared Services

It is the intent of the parties that this Agreement be a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

b. Amendments

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

c. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.

d. 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.

e. Entire Agreement

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

f. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without CHERRY HILL's prior written permission.

g. Affirmative Action


The affirmative action provisions applicable to each public agency are incorporated herein and made part hereof.

h. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties have executed this contract on the last date written below.

CHERRY HILL TOWNSHIP


By 

Name Charles Cahn

Title Mayor

Date 07/18/2017

PENNSAUKEN TOWNSHIP

By 

Name John Kneib

Title Administrator

Date 7/10/2017


ATTEST:



NANCY L. SAFFOS, RMC

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

ATTEST:



GENE PADALINO
TOWNSHIP CLERK