RESOLUTION 61-13

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE COUNTY OF GLOUCESTER

WHEREAS, the County of Gloucester and the Borough of Clayton have agreed to enter into a Shared Services Agreement for the Landscape Architect's Design Services for designing a dog park at Little Ease Park; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement between the County of Gloucester and the Borough of Clayton.

2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on February 28, 2013.

BOROUGH OF CLAYTON

THOMAS BIANCO, Mayor

Attest:

CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, February 28, 2013.

Christine Newcomb

CHRISTINE NEWCOMB, Borough Clerk

CLOSE TO EVERYTHING
Gloucester County
FAR FROM IT ALL

February 8, 2013

Borough of Clayton
Attn: Ms. Christine Newcomb
125 North Delsea Drive
Clayton, NJ 08312

RE: Shared Service Agreement for the provision of a Landscape Architect's design Services for designing a dog park at Little Ease Park

Dear Ms. Newcomb,

The County of Gloucester intends to provide a Shared Service Agreement with the Borough of Clayton for the above mentioned purpose. Enclosed is (1) agreement between you and the County of Gloucester. Please sign and return the agreement as soon as possible to the Gloucester County Purchasing Dept., Attn: Mr. Peter Mercanti, PO Box 337, Woodbury, NJ 08096

Please follow the steps listed below in order to expedite this agreement:

- **Affix your signature in blue ink and have same attested to**
- **Certificate of Insurance naming the County as certificate holder as well as additional insured (Certificate Holder Name should read as follows)**

County of Gloucester
Board of Chosen Freeholders
It's Department & Agencies et al
PO Box 337
Woodbury, NJ 08096

Upon execution by the County, a copy will be returned to you for your files. Thank you for your cooperation in this matter.

Sincerely,

Peter Mercanti,
Purchasing Director

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.853.3420
Fax: 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

New Jersey Relay Service – 711

2/6/13

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF CLAYTON FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 6th day of February, 2013, by and between the **Borough of Clayton**, a body politic and corporate of the State of New Jersey (hereinafter the "Borough"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County").

RECITALS

WHEREAS, the Borough, which is located in the County, has need for a Landscape Architect's design services for designing a dog park at Little Ease Park; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Borough has requested that County make its Landscape Design Architect available to the Borough for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect available to the Borough; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "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 Borough and the County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Borough its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Borough for designing a dog park at Little Ease Park.

B. NO PAYMENT FROM TOWNSHIP TO COUNTY.

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Borough. The parties agree that the Borough is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Borough 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 the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough 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 the Borough 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.

The Borough 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 Shared Services Agreement, the Borough 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.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Borough agrees that it will 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 Shared Services Agreement.

F. 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, the Borough, 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.** The Borough 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.** 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 applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

G. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of February 6, 2013 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF CLAYTON

Christine Newcomb

CHRISTINE NEWCOMB, CLERK

THOMAS BIANCO, MAYOR