RESOLUTION 93-13

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES 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 use of the County's Public Works Vehicle Wash Facility; 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 May 9, 2013.

BOROUGH OF CLAYTON

THOMAS BIANCO, Mayor

Attest:

Christine Newcomb

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, May 9, 2013.

Christine Newcomb

CHRISTINE NEWCOMB, Borough Clerk

4/24/13

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF CLAYTON FOR THE USE OF THE COUNTY'S PUBLIC WORKS VEHICLE WASH FACILITY AT THE DEPARTMENT OF PUBLIC WORKS CLAYTON YARD AS PART OF STORM WATER MANAGEMENT PLAN

This Uniform Shared Services Shared Agreement ("Shared Services Agreement") dated this 24th day of April 2013, by and between the **Borough of Clayton,** a body politic and corporate of the State of New Jersey, with offices at 125 N. Delsea Drive, Clayton, NJ 08312 (hereinafter "**Borough**"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the "**County**").

RECITALS

WHEREAS, the Borough, which is located in the County, has a need for the use of County's Public Works, Clayton Yard Vehicle Wash Facility as part of the Storm Water Management plan; and

WHEREAS, the County, through its Department of Public Works, has the capacity to provide such service on an "as-needed" basis; and

WHEREAS, the Borough can request the use of the Vehicle Wash Facility for their vehicles and will reimburse the County the cost of $20.00 per forty minutes of wash; and

WHEREAS, the County is willing and able to make available access to the Vehicle Wash Facility to utilize the system for their Borough vehicles; 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.

The County will make available to the Borough access to the County's Department of Public Works Clayton Yard Vehicle Wash Facility to the Borough employee's. The Borough shall be responsible for reimbursement to the County on a monthly basis for use within that month.

B. PAYMENT FROM BOROUGH TO COUNTY.

The Borough, on a quarterly basis, will be forwarded a letter from the Public Works Department for the amount due for time used on the Vehicle Wash Facility for that quarter. Payment shall be made by the Borough to the County within 60 days of receipt of letter. The Borough shall make the payments due hereunder to the County.

C. DURATION OF AGREEMENT

This Agreement shall be effective for the period of five (5) years, from April 24, 2013, to April 23, 2018.

D. LIMITATION OF DELEGATION AND LIABILITY; 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 providing use of the Vehicle Wash Facility, as described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough and County hereby specifically agree to indemnify and hold the other 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 them and/or any of their agents or employees in connection with the use of the Vehicle Wash Facility, which is the subject of this Shared Services Agreement.

In no event shall the County be liable for any loss, injury or damage, however arising, except what is set forth herein, and shall not in any account be liable for consequential loss or damage however caused or arising from stoppage or break-down of the Vehicle Wash Facility or any part thereof, nor shall the County be liable in any other way for performance of the Vehicle Wash Facility; and the County shall not be liable for any special, incidental, indirect, speculative, remote, punitive, or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, or otherwise arising from, related to, or in connection with, the use of the Vehicle Wash Facility, and use thereof by the Borough for this Agreement.

The Borough and County both represent that both maintain General Liability and all other necessary and appropriate insurances related to the use of the Vehicle Wash Facility. Simultaneously with the execution of this Shared Services Agreement, the Borough and the County shall each provide to the other Certificates of Insurance for the relevant policies, and shall provide that each is named as an additional insured on the others policies. The said insurance policies and coverage shall be satisfactory to the County and Borough in their sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The Borough and County agree that they will at their own cost and expense promptly comply with, and cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the use of the Vehicle Wash Facility described in this Shared Services Agreement; and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied regarding said Vehicle Wash Facility, while in use of the Borough, as described hereunder.

F. USE; ASSIGNMENT.

The County will instruct the Boroughs employee's on how to operate the Vehicle Wash Facility in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified County personnel only, and in accordance with applicable governmental regulations, if any. The Borough agrees not to assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in the Vehicle Wash Facility.

G. NOTICES.

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the addresses herein set forth, or to such other address as the parties may hereafter substitute by written notice.

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, 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 Shared Service Agreement, 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.

I. EFFECTIVE DATE.

This Shared Services Agreement shall be effective as of the 24th day of April, 2013, which date shall be considered the commencement date of this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party passed for that purpose; and the Borough has caused this Agreement to be signed by its properly authorized representative, and its seal affixed hereto, pursuant to a Resolution of said party passed for that purpose.

ATTEST: **COUNTY OF GLOUCESTER**

ROBERT N. DI LELLA, CLERK **ROBERT M. DAMMINGER, DIRECTOR**

ATTEST:

Christine Newcomb, Clerk

BOROUGH OF CLAYTON

THOMAS BIANCO, MAYOR