

Office of County Counsel
Michael G. Brennan
County Counsel

Camden County



New Jersey

Camden Co. Agreements -
Potter/Ellis Sts
Project Mgmt.
Courtthouse, 14th Floor
520 Market Street
Camden, New Jersey 08102-1375
phone 856.225.5543
fax 856.756.2244
www.camdencounty.com
counsel@camdencounty.com

Assistant County Counsel
Antonieta Paiva Rinaldi
Catherine Binowski
Lawrence M. Vecchio
Howard L. Goldberg
Howard S. Wilson
Laura J. Paffenroth
Joshua A. Friedman

October 7, 2010



Deanna Bennett, Borough Clerk
Borough of Haddonfield
Municipal Complex
242 Kings Hwy. East
Haddonfield, New Jersey 08033-0969

**Re: "Revised" Shared Services Agreement between the County of Camden and the Borough of Haddonfield for the provision of traffic safety devices to be installed along Potter Street (CR644) and Ellis Avenue (CR561) in an amount not to exceed \$165,000.00
Resolution #40 - Adopted July 22, 2010**

Dear Ms. Bennett:

Enclosed please find a fully executed Shared Services Agreement in reference to the above.

Thank you for your cooperation in this matter.

Very truly yours,

COUNTY COUNSEL

By:


JOSHUA A. FRIEDMAN
ASSISTANT COUNTY COUNSEL

JAF/emc

Encl.

c: Robert Kelly, County Engineer-Dept. of Public Works (w/encl.)

**SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
THE BOROUGH OF HADDONFIELD**

THIS DOCUMENT constitutes an Shared Services Agreement pursuant to N.J.S.A. 40:8A-1 et seq. entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, 14TH Floor, Camden, New Jersey 08102, (County), and The Borough of Haddonfield, a municipal corporation of the State of New Jersey with offices located at 242 Kings Highway East, Haddonfield, New Jersey 08033 (Haddonfield).

The date of execution of this Agreement is the *5th* day of *October*, 2010.

WHEREAS, Potter Street (CR644) and Ellis Avenue (CR561), located in the Borough of Haddonfield, is a Camden County Road; and

WHEREAS, the Borough of Haddonfield (hereinafter the "Haddonfield") has designed certain improvements and intersection upgrades along Potter Street (CR644) and Ellis Avenue (CR561); and

WHEREAS, the County of Camden will contract and pay for the construction of said improvements and upgrades; and

WHEREAS, since Potter Street (CR644 and Ellis Avenue (CR561) are County Roads, the County has agreed to reimburse Haddonfield for a portion of

the construction management services associated with the installation of certain improvements and intersection upgrades; and

WHEREAS, by resolution adopted July 22, 2010, the Board of Chosen Freeholders of the County of Camden authorized a Shared Services Agreement between the County of Camden and The Borough of Haddonfield, for the construction management services associated with the installation of traffic safety devices along Potter Street (CR644) and Ellis Avenue (CR561), Haddonfield, New Jersey 08033.

WITNESSETH:

The County and The Borough of Haddonfield agree to be mutually bound by the terms and conditions of this Shared Services Agreement; now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. TERM

This agreement shall be for the period of completion of the project.

2. OBLIGATIONS OF THE PARTIES

Haddonfield shall be responsible for the construction management services associated with the construction and installation of all necessary traffic safety devices on Potter Street (CR644) and Ellis Avenue (CR561), Borough of Haddonfield, New Jersey.

The County shall be responsible for the contribution of funds for the

construction management services associated with the construction and installation of the traffic safety devices in an amount not to exceed One Hundred and Sixty-Five Thousand Dollars (\$165,000.00). It is understood that the duties of the Borough are limited to providing construction management services relevant to the aforesaid construction project.

Upon the completion of this project, the County shall forward to the Borough of Haddonfield a check in an amount not to exceed \$165,000.00, representing the County's contribution towards the construction management services associated with the project.

Borough of Haddonfield, upon receipt of an amount not to exceed \$165,000.00, releases Camden County from any further financial obligation for the Potter Street (CR644) and Ellis Avenue (CR561) installation of traffic safety devices project.

3. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40:8A-8, if any party performing a service on behalf of another party or parties to this agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the agreement for the work to be performed by a private contractor under

such agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40A: 11-1 et seq.).

4. AUDIT

Pursuant to the Single Audit Act of 1984, the Haddonfield agrees to permit the County 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.

5. RIGHT TO INSPECT

Haddonfield shall permit the County or its authorized representative to make visits to the site or sites where the specified services are being provided for the purpose of assuring Haddonfield's compliance with the terms of this agreement.

6. INDEMNIFICATION

Haddonfield shall indemnify, hold harmless and defend the County, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of the acts and/or omissions of Haddonfield's employees, officers and agents, and connected with the performance of the construction management services under this agreement.

7. INSURANCE

Haddonfield shall provide and maintain during the term of this agreement adequate insurance coverage for the services to be performed pursuant to this agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance.

8. NOTICE

All notices hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the County by directing the same to the Director of Public Works, Charles J. DePalma Complex, Egg Harbor Road, Lindenwold, New Jersey 08021 and to The Borough of Haddonfield by directing the same to the Borough Clerk, 242 Kings Highway East, Haddonfield, New Jersey 08033.

9. MISCELLANEOUS

The following 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 that State.

b. Amendments

This agreement may not be amended, altered or modified in

any manner except in writing signed by the parties hereto.

c. **Headings**

This section and or any other headings contained in this agreement are for references 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 the County's prior written permission.

g. **Affirmative Action**

The affirmative action provisions set forth in the document

attached hereto are incorporated herein and made a part hereof.

h. Funding

In accordance with the provisions of N.J.S.A. 40A:11-15, this agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. 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.

j. American with Disability Act

The American with Disability Act provisions set forth in the documents attached hereto and incorporated herein and made a part hereof.

k. Binding Agreement

This contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

(SIGNATURE PAGE AFFIXED HERTO)

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this agreement.

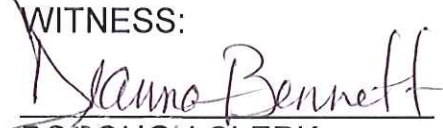
ATTEST:


CLERK, BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF CAMDEN


ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

WITNESS:


BOROUGH CLERK

BOROUGH OF HADDONFIELD


Name: Letitia G. Colombi
Title: Mayor

JAF/emc
4076 – Highway Misc. #20 - 2010

H:\Files-Gen.\Highway Misc. 2010\Haddonfield Shared Svcs. Agmt –Safety Traffic Devices\ auth 7-22-10