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SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY UTILITIES AUTHORITY

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 1st day of December, 2017, by and between the County of Gloucester ("County"), and The Gloucester County Utilities Authority ("Local Unit"):

RECITALS

WHEREAS, the County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;

WHEREAS, the Gloucester County Utilities Authority ("Local Unit") is a corporation formed pursuant to the laws of the State of New Jersey with offices at 2 Paradise Road, West Deptford, New Jersey;

WHEREAS, the Local Unit requires purchasing, fiscal, and financial assistance and guidance; and

WHEREAS, the County has the expertise and personnel to provide these services; and

WHEREAS, it is in the best interest of the County and the Local Unit to enter into a Shared Services Agreement whereby the County will provide the assistance sought by the Local Unit; 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 County and the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

Utilizing personnel from the offices of the County Treasurer and Purchasing Departments, the County shall provide to the Local Unit guidance and assistance related to purchasing, fiscal, and financial matters.

B. PAYMENT FROM LOCAL UNIT TO COUNTY.

Local Unit shall pay the County $50,000.00 per annum for the services, payable in equal quarterly installments. The County shall submit invoices to the Local Unit for the amount due and payable.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of one (1) year commencing December 1, 2017 and concluding November 30, 2018.

Either party may terminate this agreement for any reason by providing written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two S. Broad, Woodbury, New Jersey, 08096. As to GCUA: John Vince, Executive Director, GCUA, 2 Paradise Road, Sewell, NJ 08080.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWABLES.

Neither County nor the Local Unit 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 traffic signal maintenance services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Local Unit 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 Local Unit 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 Local Unit 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 Local Unit shall 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.

This Agreement will automatically renew by mutual consent of both the Local Unit and the County.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Local Unit 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 Local Unit, 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 Local Unit 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 the 1st day of December, 2017, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

WALTER BERGLUND, SECRETARY

GLOUCESTER COUNTY UTILITIES AUTHORITY

HOWARD W. BRUNER, CHAIRMAN