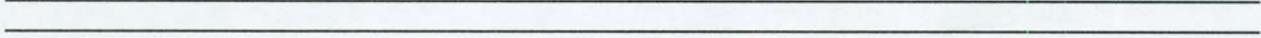


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SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

GLOUCESTER COUNTY UTILITIES AUTHORITY

FOR THE PROVISION OF CERTAIN HUMAN RESOURCES SERVICES

Dated: January 1, 2018



Prepared by:
Thomas G. Campo, County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated January 1, 2018, by and between the **Gloucester County Utilities Authority**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County Utilities Authority ("Local Unit") is a corporation formed pursuant to the laws of the State of New Jersey with offices at Paradise Road, West Deptford, New Jersey;
3. County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services;
4. The Local Unit operates on a smaller scale, but still is required from time to time to seek and hire employees;
6. The Local Unit could be expected to experience economies of scale by agreeing with the County that the County, through its Department of Human Resources, will conduct the solicitation for prospective employees, conduct the employment process and make a recommendation to the local unit of an employee to hire;
7. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

The County shall advertise the availability of employment and solicit candidates for employment for the Local Unit; interview candidates; test the candidates consistent with the nature of the job to be performed, which may in some cases include drug testing or physical capacity testing; and, otherwise screen the candidates. The County will then recommend an employee for hire to the Local Unit, which will make the final decision on hiring.

County and the Local Unit shall agree upon a protocol for the Local Unit to advise the County of the existence of a vacancy or otherwise the need for a new hire.

The County will appropriately screen the applicants for the positions and see to the performance of appropriate testing where necessary and permitted.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. On a timely basis provide all information concerning the existence of a vacancy or other need for an employee, providing to the County the job description, prospective salary information, position on table of organization and all other information relative to the hiring process;
2. The Local Unit shall be responsible for the cost of drug testing, physical capacity testing, other screenings, and any other testing or screening performed by the County;
3. The Local Unit will act in a timely fashion on the recommendations made by the County Department of Human Resources with regard to the applicants for employment and notify the County whether or not the employee has been hired or has been rejected.

C. PAYMENT FOR TESTING AND SERVICES.

The Local Unit shall be responsible for the cost of all testing and screening, as above described.

For the first year of this Contract, the Local Unit shall not be obligated to make any payment to the County for the performance of the services. On an annual basis, the County may require that a reasonable fee for the performance of the services be paid by the Local Unit to the County.

D. DURATION OF AGREEMENT.

This Agreement shall be effective from January 1, 2018 to December 31, 2034.

County may, by Resolution, on 90 days' notice to the Local Unit terminate this agreement, in which event the parties shall have no further obligation to each other.

E. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALS.

Neither County nor Local Unit intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of the services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created, 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 County 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.

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 services rendered. Simultaneously with the execution of this Shared Services Agreement, Local Unit shall provide the County with a 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 Local Unit and the County.

F. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall 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 Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules and regulations concerning the conduct of such soliciting, interviewing and related services concerning consideration of employees for hire.

G. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

H. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

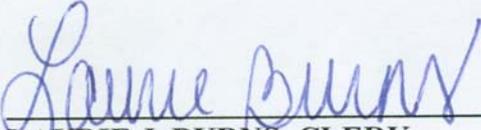
I. MISCELLANEOUS.

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.

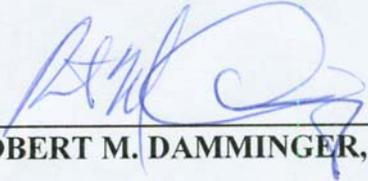
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid 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 Interlocal 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.

J. **EFFECTIVE DATE.** This Agreement shall be effective as of January 1, 2018, which date shall be considered the commencement date of this Agreement.

ATTEST:


LAURIE J. BURNS, CLERK

COUNTY OF GLOUCESTER


ROBERT M. DAMMINGER, DIRECTOR

ATTEST:




WALTER FERRELL
SECRETARY

GLOUCESTER COUNTY
UTILITIES AUTHORITY


By: Howard W Bruner
Title: Chairman