

11/26/13

**SHARED SERVICES AGREEMENT
FOR
TRICO ARTICULATED BOOM LIFT**

by and between

COUNTY OF GLOUCESTER

and

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

Dated: November 26, 2013

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER
AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR
TRICO ARTICULATED BOOM LIFT**

THIS SHARED SERVICES AGREEMENT (“Shared Services Agreement” or “Agreement”), dated November 26, 2013, is made by and between COUNTY OF GLOUCESTER (hereinafter referred to as “Gloucester County”), a body politic and corporate entity of the State of New Jersey, and the GLOUCESTER COUNTY IMPROVEMENT AUTHORITY (hereinafter referred to as “GCIA”), pursuant to N.J.S.A. 40A:65-1 et. seq., (hereinafter referred to as “Party/Parties”).

BACKGROUND

WHEREAS, Gloucester County and the GCIA desire to establish conditions governing the use, maintenance, transportation, operation and insurance of the articulated boom lift recently purchased from Trico Lift with funds provided from allocated bond money for ongoing work at the Justice Complex and other locations; and

WHEREAS, the parties have agreed to enter into an Agreement that while the Trico Lift is owned by the GCIA, Gloucester County will be permitted to use said lift as reasonably necessary; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., permits governmental units to enter into a contract for any services which any Party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the Parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law;

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

This Agreement sets forth the specific provisions for the Shared Services Agreement between the County of Gloucester and the Gloucester County Improvement Authority as concerns the use, maintenance, transportation, operation and insurance of the aforesaid articulated boom lift:

TERM

The term of this Shared Services Agreement ("Term") shall commence on the execution by the Parties of this Agreement and shall continue for a period up to ten (10) years, or until the aforesaid articulated boom lift is no longer operational, whichever event occurs first. This Agreement may be terminated upon mutual agreement by the parties. If there is not mutual agreement then one Party may terminate this Shared Services Agreement upon ninety (90) days written notice to the other Party, but only for demonstrated good and just cause.

COUNTY OF GLOUCESTER OBLIGATIONS

1. The County of Gloucester shall have no responsibilities as concerns storage, insurance, and/or maintenance costs of the aforesaid articulated boom lift recently purchased from Trico Lift. The County of Gloucester shall only be responsible for the Trico Lift while in their possession while operating or using said lift.

GCIA OBLIGATIONS

1. The GCIA agrees to store, insure, and maintain the aforesaid articulated boom lift.

INDEMNIFICATION

1. During the Term of this Shared Services Agreement, both Parties shall indemnify and shall hold harmless the other Party, the members of its governing body, and its officers, agents and employees harmless against, and shall pay any and all liability, loss, cost, damage, claims, judgment or expense of any and all kinds or nature, which shall be imposed by law, which either Party, its governing body, or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action brought by an officer, agent or employee of either Party which is based upon personal injury, death, or damage to property, whether real, personal or both, and which arises from either Party's involvement in this project.
2. Both Parties, at their own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted by an officer, agent or employee of either Party against either Party, the members of its governing body, and its officers, agents and employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend either Party or any other insured Party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
3. Either Party shall give an authorized representative of the other Party prompt written notice of the filing of each such claim by any officer, agent or employee of the other Party.

MISCELLANEOUS

1. 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.
2. Supplements. The Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.
3. 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 herein.
4. Amendments. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto.
5. 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.
6. Successors/Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.
7. Notices. Unless otherwise provided in writing, any notices to be given or to be served upon any Party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notice shall be given to the Parties at their following respective addresses or at such other addresses as each Party may hereafter designate to the other Parties in writing:

If to COUNTY OF GLOUCESTER:
Matthew P. Lyons, County Counsel
2 South Broad Street
Woodbury, New Jersey 08096

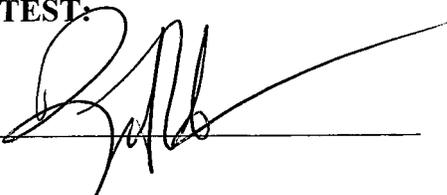
If to GLOUCESTER COUNTY IMPROVEMENT AUTHORITY:

George Strachan, Acting Executive Director
Gloucester County Improvement Authority
109 Budd Boulevard
Woodbury, New Jersey 08096

8. 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 Parties, and neither the officers, agents or employees of the Parties 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.
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 the State of New Jersey, including all matters of enforcement, validity and performance.

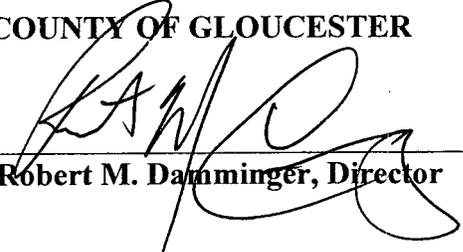
IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be duly signed, sealed and executed by their respective proper officials as of the day and year first written above.

ATTEST:



COUNTY OF GLOUCESTER

By:



Robert M. Damminger, Director

ATTEST:



GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY

By:



George Strachan, Acting Executive Director