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**SHARED SERVICES AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**

**AND**

**THE GLOUCESTER COUNTY UTILITIES AUTHORITY**

**FOR**

**THE PROVISION OF SHARING EQUIPMENT**

**Dated: April 2, 2014**

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Prepared by: Matthew P. Lyons,  
County Counsel

## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), dated this 2<sup>nd</sup> day of April, 2014, by and between the County of Gloucester ("County"), and The Gloucester County Utilities Authority ("Local Unit"):

### RECITALS

1. 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;
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 2 Paradise Road, West Deptford, New Jersey;
3. The Local Unit maintains equipment that could from time to time be needed by and beneficial to the County. The equipment will remain the property of the Local Unit;
4. The County has a need from time to time for such equipment;
5. The County desires to utilize the equipment of the Local Unit to provide such services as needed and as will generally advance the purposes of the County;
6. It is the intention of the parties to enter into an agreement pursuant to which the Local Unit will provide equipment for use by the County;
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local governmental units to enter into shared services agreements; and
8. County and Local Unit have previously entered into a Shared Services Agreement pursuant to which County provides services on an occasional basis without cost to the Local Unit. The parties now wish to agree that Local Unit will provide equipment for use by the County without payment by the County.

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

## AGREEMENT

### **A. DESCRIPTION OF SERVICES.**

The Local Unit shall provide equipment for use by the County.

### **B. PARTIES' RESPONSIBILITIES.**

1. The Local Unit shall provide the services described in paragraph A of this Agreement;
2. The County will work with the Local Unit to identify which equipment can be shared;
3. The various County departments' employees shall remain employees of the County. The various Local Unit employees shall remain employees of the Local Unit.

### **C. COST OF SERVICES.**

There will be no payment for sharing equipment.

### **D. DURATION OF AGREEMENT.**

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of ten (10) years.

### **E. TERMINATION.**

This Agreement may be terminated, upon Ninety (90) days written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;
2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;
3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

**F. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither the County nor the Local Unit intend by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

**G. INDEMNIFICATION.**

Local Unit shall indemnify and hold the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Local Unit.

Local Unit agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

**H. COMPLIANCE WITH LAWS AND REGULATIONS.**

County and Local Unit agree that they will at their 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 its performance of the services described in this Agreement.

**I. INSURANCE.**

At all times during the term of this Shared Services Agreement, all parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance

with respect to the services to be performed pursuant to this Agreement. The Local Unit shall, simultaneous to the execution of this Agreement, deliver certifications of said insurance to the County, naming the County as an additional insured.

**J. 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 any party and thereafter such breach shall be waived by the other party, as appropriate, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

**K. 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 County, the Local Unit, in his or her individual capacity, and neither the officers, agents or employees of the County or the Local Unit, 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.

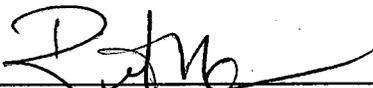
**L. MISCELLANEOUS.**

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.

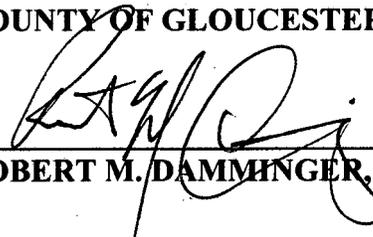
6. **Further Assurances and Corrective Instruments.** The County and the Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect 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.

**M. EFFECTIVE DATE.** This Agreement shall be effective as of this 2<sup>nd</sup> day of April, 2014, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

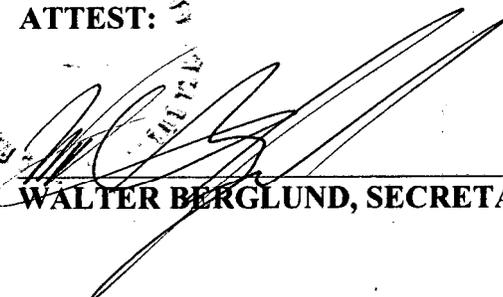
**ATTEST:**

  
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**ROBERT N. DILELLA, CLERK**

**COUNTY OF GLOUCESTER**

  
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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

  
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**WALTER BERGLUND, SECRETARY**

**GLOUCESTER COUNTY UTILITIES  
 AUTHORITY**

  
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**HOWARD W. BRUNER, CHAIRMAN**