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SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF GLOUCESTER FOR THE ADMINISTRATION OF THE NJ CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES FOR THE YEAR 2015

THIS UNIFORM SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 24th day of June, 2015, by and between the **Gloucester County Improvement Authority,** a body politic and corporate of the State of New Jersey (hereinafter the "GCIA"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County").

RECITALS

WHEREAS, the GCIA is a body politic and corporate of the State of New Jersey, with its principal offices located at 109 Budd Boulevard, West Deptford, New Jersey 08096; and

WHEREAS, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, New Jersey, 08096; and

WHEREAS, the State of New Jersey has provided funds to the County through the New Jersey Department of Environmental Protection (hereinafter the "NJDEP") in the amount $141,562.49 (hereinafter the "Grant") under and pursuant to the Clean Communities Program Act, N.J.S.A.13:1E-213, et seq. (hereinafter the "Act"); and

WHEREAS, the County is therefore required by the Grant, and the Act, to provide Clean Communities Program activities consistent with the terms of the Grant and the Act (hereinafter the "Activities"); and

WHEREAS, the GCIA maintains and operates an Office of Recycling which employs personnel that are qualified, capable and willing to provide the Activities that the County is responsible to provide consistent with the terms of the Grant and the Act; and

WHEREAS, the GCIA is then able through its Office of Recycling, and its staff, based on its experience, to provide the Activities within the County in accordance with the terms of the Grant and the Act; and

WHEREAS, the GCIA has in the provided such Activities for and on behalf of the County under prior agreements; and

WHEREAS, the County desires to delegate to the GCIA the responsibility for provision of the Activities that the County may be required to undertake in accordance with the Grant and the Act throughout the County; and

WHEREAS, the County and the GCIA desire to enter into this Shared Services Agreement for the purpose of having the GCIA provide the Activities for and in the County for the year 2015 consistent with the terms and provisions of the Grant, the Act, and the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Shared Services Act"); and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including, but not limited to, counties and authorities such as the GCIA to enter agreements for the provisions of Shared Services.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND SERVICES.

(a) The GCIA shall provide through its Office of Recycling, its staff and personnel, all services necessary and appropriate to provide Activities that comply with, and are in accordance with, the Grant and the Act, as more specifically described in the statutory, regulatory and Grant program provisions for the year 2015. Such services shall include, but not be limited to, the preparation and submission to the County of, any and all financial and performance reports, plans, schedules, accountings or other documents, that may be required by either the Grant or the Act for submission to the NJDEP, or other appropriate agencies, in order to establish compliance with the requirements of the Grant and/or the Act.

(b) The GCIA warrants that it is aware of the requirements of the Grant, and the Act, and thereby of the work required to be performed under this Shared Services Agreement. The GCIA further warrants that it has the capabilities and credentials required by this Shared Services Agreement, and that it will faithfully perform the services required hereunder, and abide by the terms, conditions and other requirements of this Shared Services Agreement, the Grant, and the Act.

B. PAYMENT FROM COUNTY TO GCIA; NO PAYMENT FROM GCIA TO COUNTY.

The parties agree that the entire payment from the County to the GCIA shall consist of a transfer from the County to the GCIA of grant funds in the amount of $141,562.49, which constitutes the entire amount received by the County from the NJDEP under and pursuant to the Act. The County shall have no obligation to make any payment or transfer any funds to the GCIA other than the transfer of the funds of the Grant received by the County from the NJDEP for 2015. The parties further agree that neither the County, nor the GCIA, shall be obligated to reimburse the other for the cost of any services rendered by either in processing, administering, or closing out the Grant in accordance with its terms, and in accordance with the requirements of the Act.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective upon the effective date noted herein below, and shall conclude on December 31, 2015, or at such time as the Grant funds for 2015 have been exhausted, whichever is later. To the extent that additional reporting or administrative activities are necessary or required to conclude the administration of the Activities for calendar year 2015 after this Shared Services Agreement has concluded, the

GCIA shall be authorized to take such action on behalf of the County, and the County on behalf of the GCIA; and both parties agree to do so.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor GCIA intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Act for the limited purpose of the GCIA providing the services in connection with the project described in this Shared Services Agreement, including, but not limited to, the provision of the Activities for the year 2015. To the extent that this Shared Services Agreement constitutes a delegation of authority by the County, this Shared Services Agreement shall not be construed to delegate any authority other than the authority to provide the Activities, including satisfaction of any reporting requirements necessary and appropriate to carry out the requirements of the Grant and the Act.

Notwithstanding any such agency relationship which may be created by the Shared Services Act, the GCIA 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 GCIA and/or any of its agents, servants, employees, or contractors in connection with the performance of the services which are the subject of this Shared Services Agreement.

The GCIA represents that it maintains General Liability and all other necessary and appropriate insurances related to the services to be performed under this Shared Services Agreement. Simultaneously with the execution of this Shared Services Agreement, the GCIA shall provide the County with Certificates of Insurance for the relevant policies; and shall provide that the County shall be named as an additional insured on all such policies.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The GCIA and the County agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, statutes, ordinances, rules, regulations and other governmental requirements which may be applicable to the services being performed, as described and set forth in this Shared Services Agreement.

The GCIA and the County agree in the performance of this Shared Services Agreement to comply with all applicable Federal, State and Municipal laws, rules, regulations, ordinances, and written policies including, but not limited to, that which are set forth in the Grant and/or the Act.

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 GCIA, 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 GCIA 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.

10. **Notices.** Notices required by the Shared Services Agreement shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notices can not be delivered or personally served, then by any procedure for notices pursuant to the Rules of Court of the State of New Jersey.

11. **Binding Effect.** This Shared Services Agreement shall be binding on the undersigned, and their successors and assigns.

12. **Gender and Number.** Use of the singular or plural includes the other, and use of any gender includes all genders, as the context requires or permits.

G. **SHARED SERVICES AGREEMENT PARTS.** This Shared Services Agreement consists of this Agreement document, and any and all of the documents, including amendments and supplements thereto, that make up the Grant package (hereinafter the "Grant Documents"), all of which are referred to, and incorporated herein in their entirety by reference. The GCIA warrants that it is familiar with, has read, and understands, the Grant Documents.

Should there occur a conflict between this Shared Services Agreement, and the Grant Documents or the Act, then the Grant Documents and Act shall prevail.

H. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of June 24, 2015, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

PAUL W. LENKOWSKI,
SECRETARY/TREASURER

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

CHARLES FENTRESS,
CHAIRMAN