Resolution Authorizing A Shared Services Agreement between the Salem County Improvement Authority and the Gloucester County Improvement Authority for the Purchase of Tire Chips

WHEREAS, the Salem County Improvement Authority stores shredded tire chips on site at the SCIA Solid Waste Division Landfill for use in landfill operations and construction; and

WHEREAS, the Gloucester County Improvement Authority desires to purchase surplus shredded tire chips from the Salem County Improvement Authority; and

WHEREAS, the Salem County Improvement Authority desires to sell surplus shredded tire chips to Gloucester County Improvement Authority for their solid waste division landfill; and

WHEREAS, it is necessary and appropriate that the Salem County Improvement Authority enter into a Shared Services Agreement with the Gloucester County Improvement Authority in order to define the agreements, rights and obligations of each entity in connection with the purchase and sale of the shredded tire chips; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes and empowers the Salem County Improvement Authority and the Gloucester County Improvement Authority to enter into such an agreement; and

NOW THEREFORE, BE IT RESOLVED that the Salem County Improvement Authority agrees to enter into a Shared Services Agreement with the Gloucester County Improvement Authority for the Purchase of Shredded Tire Chips.

BE IT FURTHER RESOLVED that the Executive Director and Solid Waste Division Manager of the Salem County Improvement Authority are hereby authorized to execute the Shared Services Agreement on behalf of the Salem County Improvement Authority and that said Agreement shall be on file and available for public inspection in the Office of the Executive Director.

ATTEST:

Ron Howard, Secretary

John Ober, Chairman

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority at a regular meeting held July 23, 2012.

DATE: 7-23-12

Ron Howard, Secretary
SHARED SERVICES AGREEMENT

by and between

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

and

SALEM COUNTY IMPROVEMENT AUTHORITY

FOR THE PURCHASE OF TIRE CHIPS

Dated: 7/23/12
SHARED SERVICES AGREEMENT FOR THE PURCHASE OF TIRE CHIPS BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FROM THE SALEM COUNTY IMPROVEMENT AUTHORITY/SOLID WASTE DIVISION

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement" or "Agreement"), dated July 23, 2012, is made by and between Gloucester County Improvement Authority, a body politic and corporate of the State of New Jersey (hereinafter referred to as "GCIA"), and the Salem County Improvement Authority, a body politic and corporate of the State of New Jersey (hereinafter referred to as "SCIA").

RECITALS

WHEREAS, N.J.S.A. 40A:65-1 et seq. ("Shared Services Law") specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; 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;

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:

AGREEMENT

This Agreement sets forth the specific provisions for the Shared Services Agreement between GCIA and the SCIA for the access by the GCIA to the Salem County Improvement Authority/Solid Waste Division located at 52 McKillip Road, Alloway, New Jersey ("Facility") for the purpose of purchasing tire chips, in accordance with the Shared Services Law, as follows:

A. DESCRIPTION OF SERVICES

1. SCIA does hereby agree to provide access to the Facility to the GCIA for the purpose of filling trucks with GCIA vehicles with tire chips.

2. GCIA will send a driver and roll off vehicle to the Facility for the loading and purchase of tire chips.

B. PAYMENT

1. GCIA shall be provided a ticket after the loading of the tire chips.

2. GCIA shall pay the amount due as per the amount on the ticket at the rate of $15.00 per ton. Payment shall be made upon receipt of the ticket and appropriate approvals.
C. TERM OF AGREEMENT

The term of this Shared Services Agreement (Term) shall commence on the execution by the parties of this Agreement and shall continue indefinitely unless terminated by one party upon three months written notice to the other party.

D. LIMITATION OF DELEGATION, INDEMNIFICATION, INSURANCE

1. During the Term of this Shared Services Agreement, each party shall indemnify and shall hold the other, 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 the either party, which is based upon personal injury, death, or damage to property, whether real, personal or both, and which arises from the GCIA’s access to the Facility.

2. Each party, at its 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 the other, 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 its insured 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. Each party shall give an authorized representative of the other party prompt written notice of the filing of each such claim by an officer, agent or employee.

4. The SCIA shall provide a Certificate of Insurance to GCIA listing GCIA as an additional named insured.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The parties 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 the performance of the services described in this Shared Services Agreement.

F. 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. **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 and 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 the GLOUCESTER COUNTY IMPROVEMENT AUTHORITY:**

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

   **If to the SALEM COUNTY IMPROVEMENT AUTHORITY**

   Deborah Turner-Fox, Executive Director  
   Salem County Improvement Authority  
   199 East Broadway  
   Salem, New Jersey 08079

8. **Covenants and Conditions.** 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.

G. **EFFECTIVE DATE**

This Shared Services Agreement shall be effective as of this 23 day of July, 2012, 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 of this Shared Services Agreement.

H. **SIGNATURES**

IN WITNESS WHEREOF, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

**ATTEST:**

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

[Signature]

By: [Signature]

GEORGE STRACHAN
Acting Executive Director

**ATTEST:**

**SALEM COUNTY IMPROVEMENT AUTHORITY**

[Signature]

By: [Signature]

DEBORAH TURNER-FOX
Executive Director