

**SHARED SERVICES AGREEMENT BETWEEN THE
UNION COUNTY UTILITIES AUTHORITY AND THE
UNION COUNTY IMPROVEMENT AUTHORITY**

THIS SHARED SERVICES AGREEMENT, made this _____ day of _____, 2014 (the "Agreement") by and between the Union County Improvement Authority, a public body corporate and politic of the State of New Jersey, and the Union County Utilities Authority of Union, a public body corporate and politic of the State of New Jersey. The Effective Date of this Agreement shall be August 1, 2014.

WITNESSETH:

WHEREAS, the Union County Improvement Authority (the "UCIA") has been created by a resolution of the Board of Chosen Freeholders of the County of Union, New Jersey, as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.* and the acts amendatory thereof and supplemental thereto; and

WHEREAS, the Union County Utilities Authority (the "UCUA") has been created by a resolution of the Board of Chosen Freeholders of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 *et seq.* and the acts amendatory thereof and supplemental thereto; and

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.* authorizes the UCIA and the UCUA to do all acts and things necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

WHEREAS, the UCIA and the UCUA have each determined that it will be economical, efficient and otherwise advantageous to them and the residents and taxpayers of Union County to enter into a Shared Services Agreement (the "Agreement"); and; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I
SCOPE**

Section 1.01 Office Space. The UCUA shall provide space in its premises at the Union County Resource Recovery Facility in Rahway, New Jersey (the "Premises") to the UCIA. The UCIA shall be permitted to move all staff, files, records, electronic equipment, and other related office items to the space provided in the Premises.

Section 1.02 Telephone System. The UCUA shall provide telephone reception services and telecommunication systems in its Premises to the UCIA.

Section 1.013 Signage. The UCUA shall provide signage as appropriate to reflect that the Premises are occupied by both the UCIA and UCUA.

Section 1.03 Compensation. In payment for the Premises, the UCIA shall pay \$6,340.34 per month to the UCUA, inclusive of all costs for the Premises, utilities, signage, telephone system and use of office equipment.

Section 1.04 Term. This Agreement shall commence on August 1, 2014 and shall continue for a term of five (5) years. The Term may be extended by mutual consent of the parties for no more than two additional terms of six (6) months each. Either party to this Agreement may terminate this Agreement on thirty (30) days written notice to the other party.

Section 1.05. Duties of the UCIA. During the Term of this Agreement, the UCIA shall be and remain an independent public body corporate and politic of the State of New Jersey, created and existing pursuant to and in accordance with County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.* The UCIA shall continue to manage and direct its outstanding projects, operations, and undertakings and shall be responsible for complying with all federal and state laws and regulations, including, but not limited to, completing and filing an annual audit in accordance with N.J.S.A. 40A:5A-15. The UCIA shall provide insurance for its operations and its employees, maintain its own bank accounts, and pay its bills and invoices. UCIA staff shall remain employees of the UCIA, and shall receive their salaries from the UCIA.

ARTICLE II LIABILITIES

Section 2.01. Limitation of Liabilities.

In addition to the other rights and remedies of the parties herein and to the fullest extent permitted by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, officials, employees or agents arising from the execution, performance and existence of this agreement. Such obligation of both parties as set forth in this section shall survive the expiration or termination of this Agreement.

Each of the UCIA and the UCUA shall be liable to the other for its own actions to the extent and pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, *et seq.* and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, *et seq.*

ARTICLE III MISCELLANEOUS

Section 3.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 3.02. Headlines. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 3.03. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

Section 3.04. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 3.05. Execution of Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 3.06. Authority to Enter into Agreement. The Parties represent and warrant that:

- a. They are fully authorized to enter into this Agreement;
- b. They have taken all necessary and internal legal actions to duly approve the making and performance of this Agreement, including the adoption of any and all necessary resolutions, and that no further or other internal approval is necessary;
- c. The making and performance of this Agreement will not violate any provisions of law or of their respective articles of incorporation, charter, code or bylaws.

Section 3.07. Filing Required. A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

Section 3.08. No Authority to Bind. Neither party shall have the right or authority to create any obligation or responsibility, either express or implied, on behalf of or in the name of the other, other than as specifically set forth herein, or to bind the other party contractually in any manner whatsoever.

IN WITNESS WHEREOF, the UCIA and the UCUA have caused their respective seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

UNION COUNTY UTILITIES AUTHORITY

By: _____

By: _____

James Huff, Chairman

[SEAL]

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____

Daniel P. Sullivan

Interim Executive Director

[SEAL]