

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: HARDYSTON TWP BOARD OF EDUCATION COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

SOLID WASTE AND RECYCLING

EFFECTIVE DATE: JANUARY 1, 2013

EXPIRATION DATE: JANUARY 1, 2014

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SOLID WASTE AND RECYCLING REMOVAL AGREEMENT
BETWEEN
THE TOWNSHIP OF HARDYSTON
AND
THE HARDYSTON TOWNSHIP BOARD OF EDUCATION**

THIS AGREEMENT, commencing on January 1, 2013, by and between

THE TOWNSHIP OF HARDYSTON, a municipal corporation of the State of New Jersey, located at 149 Wheatsworth Road, Hardyston, New Jersey, hereinafter referred to as **“PROVIDER”**, and

THE HARDYSTON TOWNSHIP BOARD OF EDUCATION, located at 183 Wheatsworth Road, Hardyston, New Jersey, hereinafter referred to as **“RECIPIENT”**.

WITNESSETH, that the Provider and the Recipient, for the consideration hereinafter named, agree as follows:

ARTICLE I: AUTHORITY

The Township of Hardyston, located in the County of Sussex, State of New Jersey, as Lead Agency is hereby authorized by Resolution to establish an agreement and to enter into this contract with the Recipient for the service of Solid Waste and Recycling products removal.

ARTICLE II: GENERAL PROVISIONS

This Contract and all of the obligations and covenants hereunder shall bind the parties, their legal representatives, successors and assigns, and shall insure to the benefit of their legal representatives, successors, and assigns.

This Contract shall not be modified, amended, or terminated, except by another written agreement executed by the parties, subject to the terms and conditions set forth herein.

This Contract constitutes the entire understanding of the parties, and both parties acknowledge that they have carefully read and understand this Contract.

This Contract and its provisions shall merge any prior contracts or agreements between both parties if any so exist.

This Contract is the complete and entire agreement of the parties.

In the event that any term, provision or paragraph of this Contract is declared illegal, void, or unenforceable, it shall not effect or impair the other terms, provisions or paragraphs of this Contract.

This Contract and all rights, obligations, and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE III: SCOPE OF SERVICES

A. Services to be Provided.

The Provider will provide Recipient with appropriate dumpster containers and perform solid waste and recycling removal at the Recipients facilities. The service shall include the removal and disposal of Solid Waste on a weekly basis and removal and disposal of Recycling products bi monthly.

ARTICLE IV: PAYMENTS BY THE RECIPIENT

B. Payment.

The Provider shall bill the Recipient at yearly rate of \$11,000.00 and (not to exceed said sum). The provider shall charge the Recipient quarterly at a rate of \$2,750.00. The Recipient shall remit payment to the Provider within sixty (60) days of receipt of the Provider's bill.

C. Payment Dates.

The Recipient shall provide sufficient funds in its budget to cover contract costs. The Recipient shall provide quarterly payment for the service charges, based on sum agreed to in subsection A.

The quarterly payments shall be made as follows: January 1, 2013, April 1, 2013, July 1, 2013 and October 1, 2013; In the event that this agreement commences other than on January 1, 2013, the first payment shall be made on the first day of the Agreement becomes effective and the remaining payment dates shall be states as above.

ARTICLE V: TERM OF CONTRACT

The effective date of this Contract shall be the date written above and shall be in effect for a term of One (1) years, commencing on January 1, 2013 for a period to January 1, 2014.

ARTICLE VI: TERMINATION

Either party may have the right to terminate this Contract by giving sixty (60) days written notice. The notice must be in writing and delivered in person or by registered or certified mail to the principal address of the Provider or Recipient.

ARTICLE VII: RENEWAL

Three (3) months prior to the expiration of this agreement the parties will conduct a meeting to evaluate the feasibility of the agreement for both the Provider and the Recipient. If both parties agree that the arrangement would continue to be beneficial for both parties they may extend the term of this Agreement upon such terms and conditions, including compensation, as they agree and incorporate into a written agreement.

ARTICLE VIII: INDEMNIFICATION & DEFENSE OF THE TOWNSHIP OF HARDYSTON AND ALL RELEVANT TOWNSHIP OF HARDYSTON PERSONNEL

In the event the Township of Hardyston or any of the Township's personnel are named as parties in any claim, proceeding, litigation lawsuit or similar matter involving aw matter concerning Recipient, Recipient shall provide the defense for the Provider's employee and shall also be responsible for indemnifying the employee(s) and/or Provider for any damages awarded against the employee(s) and/or provider to the extent that the, proceeding, litigation or lawsuit is not the result of any action or inaction directly attributable to the Provider. If Provider and Recipient are co-defendants, the defense costs and damages, if any are awarded, shall be borne based on the percentage liability attributable to each party.

ARTICLE IX: AMENDMENT

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the designated representatives of both the Township and the Board of Education, and specifies the date the provisions of such amendment shall be effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day of FEBRUARY 5, 2013.

Attest:

THE TOWNSHIP OF HARDYSTON

Jane Bakalarczyk
JANE BAKALARCZYK
MUNICIPAL CLERK

By:

Leslie C. Hamilton
Leslie Hamilton, Mayor

Attest:

HARDYSTON TOWNSHIP BOARD OF EDUCATION

Wendy Chardew

By:

Jan R. Kelly