

SHARED SERVICES AGREEMENT

**AGREEMENT BETWEEN THE BOROUGH OF LITTLE SILVER AND THE
BOROUGH OF EATONTOWN FOR THE SHARED USE OF BRUSH COMPOST
SERVICES**

THIS AGREEMENT made the 28 day of October, 2015 by and between:

THE BOROUGH OF EATONTOWN, a municipal corporation of the State of New Jersey, (hereinafter referred to as "Provider"), and

THE BOROUGH OF LITTLE SILVER, a municipal corporation of the State of New Jersey, (hereinafter referred to as "Recipient"), and

The Provider and Recipient (hereinafter shall be referred to collectively as ("the Parties")).

RECITALS

WHEREAS, the Parties hereto desire to enter into this Agreement in order to improve waste reduction and recycling efforts by sharing brush compost services; and

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65A-1, et seq. authorizes joint activities among municipalities, and was enacted with the intent to facilitate and promote Shared Services Agreements; and

WHEREAS, the Parties believe that sharing brush compost services will be beneficial to both the Provider and Recipient, their respective taxpayers and the environment.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. **Scope of services.** The Provider shall grant Recipient access to its Compost Facility for the exclusive purpose of dropping off brush material received from Recipient with its own material in order to facilitate the mulch and composting process.

2. **Fees.** The Recipient agrees to pay the Provider Nine Dollars and Fifty Cents (\$9.50) per cubic yard of brush for the first one thousand cubic yards for 2016 and Nine Dollars and Fifty Cents (\$9.50) per cubic yard of brush for the first one thousand cubic yards for

2017; Eight Dollars (\$8.00) per cubic yard thereafter for 2016 and Eight Dollars (\$8.00) per cubic yard thereafter in 2017 delivered to the Borough of Eatontown facility.

3. **Duration.** This Agreement shall become effective January 1, 2016 through December 31, 2016, and shall automatically extend for a one-year period beginning on January 1, 2017 and terminating on December 31, 2017; unless terminated sooner pursuant to Paragraph 4 below.

4. **Termination.** This Agreement may be terminated at any time upon mutual Agreement of the Parties.

5. **Amendment.** This Agreement may be amended at any time by mutual agreement of the Provider and Recipient, provided that such amendment is reduced to writing, executed by the chief administrative official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

6. **Interpretation.** Any questions regarding property interpretation of the terms of the Agreement shall be submitted by the Municipal Administrator of the Provider to the Municipal Attorney of the Provider.

7. **Indemnification.** The Parties agree to hold each other, including officers, employees and agents, harmless from any and all claims of whatever nature or type arising from the provision of the services conducted pursuant to this Agreement.

8. **Choice of Law.** Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.

10. **Severability.** If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

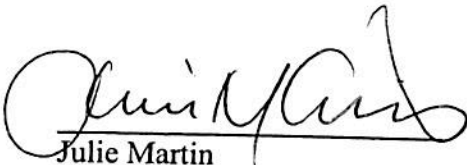
11. **Enactment Procedures.** The Parties hereby acknowledge that prior to execution

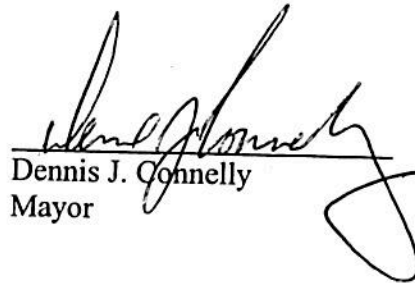
of this Agreement, the respective municipal bodies shall authorize the same through and by the procedures and standards for adoption of ordinances and/or resolutions set forth more fully under the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65A-1.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

Attest:


BOROUGH OF EATONTOWN

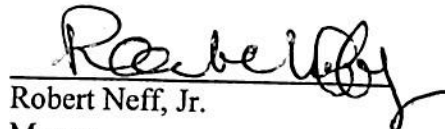

Julie Martin
Borough Clerk


Dennis J. Connelly
Mayor

Attest:

BOROUGH OF LITTLE SILVER


Kimberly A. Jungfer
Borough Clerk


Robert Neff, Jr.
Mayor