

SHARED SERVICES AGREEMENT

AGREEMENT BETWEEN THE BOROUGH OF EATONTOWN AND OCEANPORT FOR THE SHARED USE OF BRUSH COMPOST SERVICES

THIS SHARED SERVICES AGREEMENT made this 1st day of January 2020 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 OCEANPORT, 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 leaf 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 leaf compost services will be beneficial to both the Provider and Recipient, their respective taxpayers and the environment; and

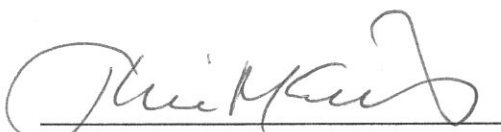
NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. **Scope of Services.** The Provider shall grant Recipient access to its Compost Facility for the exclusive purpose of dropping off brush material for mulch processing. The Provider shall incorporate brush material received from Recipient with its own material in order to facilitate the mulch 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 (1,000) cubic yards and Eight Dollars (\$8.00) per cubic yard thereafter delivered to the Borough of Eatontown facility.
3. **Duration.** This Agreement shall become effective as of the date it is signed through December 31, 2021.
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 their designated representative, and specifies the date the provisions of such amendment shall be effective.

6. **Interpretation.** Any questions regarding proper interpretation of the terms of the Agreement shall be submitted by the Municipal Administrator of 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 provisions of the services conducted pursuant to this Agreement, unless the cause thereof shall be the result of the willful, wanton or intentional wrongful acts of either party, its officers, employees or agents.
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 in writing only, which is signed by all 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 authorized the same through and by the procedures and standards for adoption of ordinances and/or resolutions set forth more fully under the Uniform Shared Services and Consolidations Act, N.J.S.A. 40A:65A-1.

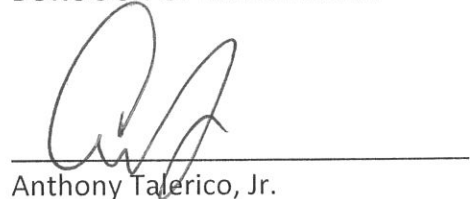
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first written.

ATTEST:



Julie Martin, RMC
Borough Clerk

BOROUGH OF EATONTOWN



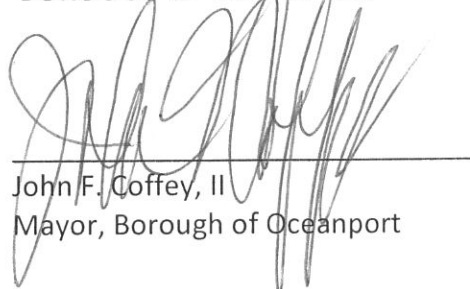
Anthony Talerico, Jr.
Mayor, Borough of Eatontown

ATTEST:



Jeanne Smith, RMC
Borough Clerk

BOROUGH OF OCEANPORT



John F. Coffey, II
Mayor, Borough of Oceanport