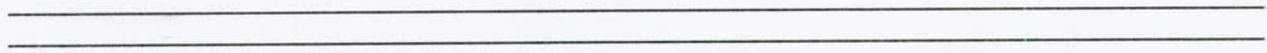


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A SHARED SERVICES AGREEMENT
BY AND BETWEEN THE
COUNTY OF GLOUCESTER, NEW JERSEY
AND
ROWAN UNIVERSITY, GLASSBORO, NEW JERSEY
FOR RENEWAL OF THE MEGAN M. GIORDANO
PUBLIC HISTORY FELLOWSHIP

EFFECTIVE SEPTEMBER 1, 2017



Prepared By: Lynn A. McClintock
Assistant County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated September 1, 2017, is by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County"), and Rowan University, a New Jersey public research university ("Rowan"); and

WHEREAS, there is presently an Agreement in effect, dating from 2012, between the County and Rowan for the parties' joint funding of the *Megan M. Giordano Public History Fellowship* (individually the "Giordano Fellow" or "Fellow"), for the purpose of promoting and enhancing the Red Bank Battlefield Park and the James and Ann Whitall House Revolutionary War living history experience; and

WHEREAS, the County and Rowan desire to renew the Agreement, in accord with the terms and conditions provided herein, for the period September 1, 2017 to August 31, 2018; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S. 40A:65-1 et seq., authorizes the parties to enter into such an Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations, the County and Rowan do hereby agree as follows:

- A. **TERM OF AGREEMENT.** The Agreement between the parties for the joint funding of the *Megan M. Giordano Fellowship* to support the hiring of a Rowan Giordano Fellow and Rowan Graduate and Undergraduate Student Assistants (Student Assistants) is hereby renewed for the period September 1, 2017 through August 31, 2018, pursuant to the terms and duties described herein.
- B. **FELLOW DUTIES.** The Giordano Fellow, who shall be an employee of Rowan University, will act in the capacity as Curator of the James and Ann Whitall House at Fort Mercer, Red Bank Battlefield Park, with such specific responsibilities and hours as agreed by the parties; and will, in said capacity, promote the historical significance of the site, develop interactive activities and educational events and programming to enhance the Park and Whitall House experience; assist in the design and utilization of volunteer programs, develop a formal internship program, and formulate grant and foundation funding proposals in addition to his/her responsibilities to Rowan's Department of Public History.
- C. **STUDENT ASSISTANTS' DUTIES.** Under the direction of the Giordano Fellow, the Rowan Student Assistants, who shall be employees of Rowan University, will:
 - a. assist in managing visitor programs and activities at the James and Ann Whitall House at Fort Mercer, Red Bank Battlefield Park;
 - b. serve as site managers of the Whitall House at Fort Mercer; where each shall work on site twenty (20) hours per week, for forty (40) weeks annually, as assigned by the Giordano Fellow in consultation with the designee of the County of Gloucester; to facilitate the positive interaction

- between staff and guests at this historic site;
- c. provide training and guidance to Whitall House volunteers;
- d. prepare educational materials for visiting schools and local organizations;
- e. conduct historical research as directed by the Giordano Fellow and prepare materials for staff training; and
- f. perform similar other similar duties as assigned by the Giordano Fellow.

D. FUNDING OF POSITIONS. The County's contribution to the Giordano Fellow and Student Assistant positions, as described herein, will be \$59,208.00. Rowan's contribution for these positions will be \$37,677.00, for a total of \$96,885.00.

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 its performance of the services described in this Agreement.

F. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be a covenant, condition or agreement of any past, present or future officer, agent or employee of Rowan or the County, in his or her individual capacity, and neither the officers, agents or employees of Rowan or the County nor any official executing this Shared Services Agreement shall be liable personally under 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.

G. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties.
2. **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.
3. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties 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.
5. **Further Assurances and Corrective Instruments.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required

for correcting any inadequacy or incorrect description of the parties' requirements for the performance or operation of the *Megan M. Giordano Public History Fellowship* at Red Bank Battlefield Park and the James and Ann Whitall House, or to correct any inconsistent or ambiguous terms hereto.

6. **Non-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 of any right which is not explicitly waived in this Shared Services Agreement.
7. **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.

ATTEST:

Christina Martini

ROWAN UNIVERSITY:

Amy A. Bosio 8/15/17

Amy Bosio
VP FOR FINANCE

Shane K. Hendge

ATTEST:

Laurie J. Burns

LAURIE J. BURNS
CLERK OF THE BOARD

COUNTY OF GLOUCESTER:

Robert M. Damming
ROBERT M. DAMMING,
DIRECTOR