RENEWAL OF A SHARED SERVICES AGREEMENT PROVIDING FOR THE GIORDANO FELLOWSHIP IN PUBLIC HISTORY AND ASSISTANT POSITIONS AT RED BANK BATTLEFIELD PARK ANDTHE JAMES AND ANN WHITALL HOUSE

THIS SHARED SERVICES AGREEMENT, dated September 1, 2018, 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").

RECITALS

WHEREAS, there exists an Agreement, between the County and Rowan, expiring August 31, 2018, providing for the establishment and joint funding of the *Giordano Fellowship in Public History* (the "Giordano Fellow" or "Fellow"), and assistant positions at Red Bank Battlefield Park and the James and Ann Whitall House, for the purpose of enhancing the Revolutionary War living history experience and promoting the historical significance of the Park; and

WHEREAS, County and Rowan desire to extend and renew this Agreement for continuation of services of the *Giordano Fellow* and assistant positions, in accord with the terms and conditions provided herein; 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.** This renewal Agreement between the parties shall be for the period September 1, 2018 to June 30, 2028.

B. **FELLOW DUTIES.** The *Giordano Fellow*, who shall remain an employee of Rowan University, will act, under the direction of the County Director of Parks, in the capacity as Curator of the James and Ann Whitall House at Red Bank Battlefield Park, with such specific responsibilities and hours as agreed and established 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 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. **ASSISTANTS' DUTIES.** Under the direction of the *Giordano Fellow*, and in consultation with the County Director of Parks, any assistants as may be employed, who shall be employees of Rowan University, will:

a. Assist in managing visitor programs and activities at Red Bank Battlefield Park and the James and Ann Whitall House;
b. Serve as site managers of the Park and Whitall House working such hours as assigned and required to facilitate the positive interaction between staff and guests at this historic site;
c. Provide training and guidance to Park and Whitall House volunteers;
d. Prepare educational materials for visiting schools and local organizations;
e. Conduct historical research as directed by the Giordano Fellow;
f. Prepare materials for staff training; and
g. Perform similar other similar duties as assigned.

D. **FUNDING OF POSITIONS.** The County's contribution to the *Giordano Fellow* and assistant positions will not exceed $75,000.00 per year, with Rowan's yearly contribution for these positions not to exceed $50,000.00, for a combined maximum annual salary expense of $125,000.00.

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 Agreement.

G. **MISCELLANEOUS.**

1. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of the parties' authorized representatives.

2. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

3. **Counterparts.** This 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 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 *Giordano Fellowship in Public History* and assistant positions 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 Agreement.

7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

ATTEST:

ROWAN UNIVERSITY:

BEENA SUKUMARAN
VICE PRESIDENT FOR RESEARCH

ROWAN UNIVERSITY:

11/16/18

AMY BOSIO
VICE PRESIDENT FOR FINANCE

ATTEST:

LAURIE J. BURNS
CLERK OF THE BOARD

COUNTY OF GLOUCESTER:

ROBERT M. DAMMINGER,
DIRECTOR