

Purchasing

128/13

SHARED SERVICES AGREEMENT

by and between the

THE COUNTY OF GLOUCESTER

and

THE COUNTY OF CUMBERLAND

**FOR THE PROVISION OF CUMBERLAND COUNTY'S
DIRECTOR OF THE OFFICE OF AGING**

Dated: February 1, 2013

Prepared by: Matthew P. Lyons,
County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 1st day of February, 2013, by and between the County of Cumberland, a body politic and corporate of the State of New Jersey ("Cumberland") and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester").

RECITALS

1. The County of Gloucester ("Gloucester") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The County of Cumberland ("Cumberland") is a body politic and corporate of the State of New Jersey with main offices located at 790 E. Commerce Street, Bridgeton, NJ 08302;
3. Gloucester maintains a Senior Services Department ("Senior Services") which provides a wide range of services;
4. Cumberland has a need for such services;
5. Cumberland desires to utilize Gloucester's Executive Director of the Office on Aging to provide services as needed;
6. It is the intention of the parties to enter into an agreement pursuant to which Gloucester's Executive Director of the Office on Aging will provide services as Cumberland's Director of the Office of Aging;
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties, to enter into shared services agreements.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Gloucester and Cumberland do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

Gloucester shall provide the Executive Director of the Office on Aging to provide services as Cumberland's Director of the Office of Aging.

B. COST OF SERVICES.

1. Cumberland shall pay to Gloucester \$3,808.00 dollars per month to be billed monthly and paid within thirty (30) days.
2. Cumberland shall pay to Gloucester for the County Executive Director of the Office on Aging for travel to and from Cumberland at a rate of \$.40 per mile.
3. Cumberland shall pay to Gloucester a maximum amount of \$4,760.00 per month.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for the period of four months commencing February 1, 2013 and terminating May 31, 2013. Cumberland may extend the Shared Services Agreement for thirty (30) day increments with fourteen (14) days' written notice.

D. TERMINATION.

This Agreement may be terminated as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;
2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;
3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

E. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by Gloucester, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither Gloucester nor Cumberland intend by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by Gloucester pursuant to this Agreement.

F. INDEMNIFICATION.

Cumberland shall indemnify and hold Gloucester harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by Gloucester.

Cumberland agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

G. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Cumberland 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.

H. INSURANCE.

At all times during the term of this Shared Services Agreement, all parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement. Cumberland shall, simultaneous to the execution of this Agreement, deliver certifications of said insurance to Gloucester, naming Gloucester as an additional insured.

I. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by any party and thereafter such breach shall be waived by the other party, as appropriate, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

J. NO PERSONAL LIABILITY.

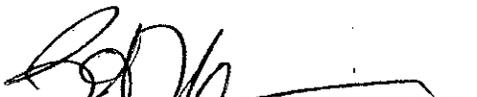
No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Gloucester, Cumberland, in his or her individual capacity, and neither the officers, agents or employees of Gloucester or Cumberland, nor any official executing this Shared Services Agreement shall be liable personally on 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.

K. 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 hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon Gloucester, Cumberland and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **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.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto 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.
6. **Further Assurances and Corrective Instruments.** Gloucester and Cumberland 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 inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **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, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **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.

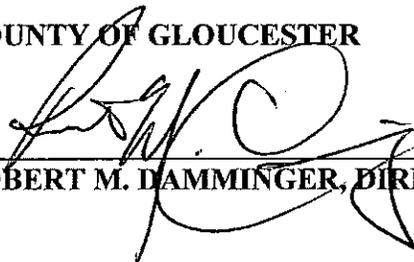
K. EFFECTIVE DATE. This Agreement shall be effective as of this 1st day of February, 2013, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:



ROBERT N. DI LELLA, CLERK

COUNTY OF GLOUCESTER



ROBERT M. DAMMING, DIRECTOR

ATTEST:



**KEN MECOUCHE,
ADMINISTRATOR/CLERK**

COUNTY OF CUMBERLAND



WILLIAM WHELAN, DIRECTOR

