

11/6/13

SHARED SERVICES AGREEMENT

by and between the

THE COUNTY OF GLOUCESTER

and

THE COUNTY OF SALEM

FOR THE PROVISION OF A HUMAN SERVICES SPECIALIST 2

Dated: November 6, 2013.

Prepared by: Matthew P. Lyons,
County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 6th day of November, 2013, by and between the County of Salem, a body politic and corporate of the State of New Jersey ("Salem") 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 2 S. Broad Street, Woodbury, NJ 08096;
2. The County of Salem ("Salem") is a body politic and corporate of the State of New Jersey with main offices located at 94 Market Street, Salem, NJ 08079;
3. Gloucester maintains a Division of Social Services ("Social Services") which provides a wide range of services;
4. Salem County Department of Correctional Services has a need for such services;
5. Salem desires to utilize John DeSant, Human Services Specialist 2, a Gloucester County employee ("Employee") to provide services as needed;
6. It is the intention of the parties to enter into an agreement pursuant to which Employee will provide services as a Human Services Specialist 2 to Salem County's Department of Correctional Services;
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 Salem do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

Gloucester shall provide Employee to Salem County's Department of Correctional Services to provide Social Services work as a Human Services Specialist 2.

B. COST OF SERVICES.

Salem shall pay Gloucester 50% of Employee's total annual costs. Social Services shall invoice Salem monthly for 50% of Employee's total costs for the month. The amount owed by Salem to Gloucester shall then be deducted from the monthly amount owed by Gloucester to Salem under the Inmate Housing Agreement.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for the period November 6, 2013 to November 5, 2023.

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 Salem 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.

Salem 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.

Salem 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 Salem 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. Salem 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, Salem, in his or her individual capacity, and neither the officers, agents or employees of Gloucester or Salem, 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, Salem 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 Salem 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 6th day of November, 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:



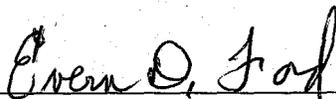
ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER



ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



EVERN D. FORD,
ADMINISTRATOR/CLERK

COUNTY OF SALEM



JULIE ACTON, DIRECTOR

