

9/19/14

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**SHARED SERVICES AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**

**AND**

**THE GLOUCESTER COUNTY COLLEGE**

**FOR**

**THE USE OF OFFICE SPACE FOR THE OPERATION OF THE  
GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD**

Dated: March 19, 2014

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Prepared by: Matthew P. Lyons,  
County Counsel

## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), dated this 19<sup>th</sup> day of March, 2014, by and between the County of Gloucester ("County"), and The Gloucester County College ("GCC"):

### RECITALS

1. The County 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 Gloucester County College ("GCC") is a comprehensive, co-educational, two-year college sponsored by the residents of Gloucester County through the Board of Chosen Freeholders;
3. The County has a need for office space for the operation of its Workforce Investment Board ("GCWIB");
4. The GCWIB provides educational and technical training to eligible individuals in order to create a workforce tailored to meet the needs of businesses in the community;
5. GCC has space available in their Continuing Education Building;
6. It is the intention of the parties to enter into an agreement pursuant to which GCC will allow the County use of office space within said facility;
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local governmental units to enter into shared services agreements;
8. The Shared Services Agreement complies specifically with N.J.S.A. 40A:65-9.

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

### AGREEMENT

#### **A. DESCRIPTION OF SERVICES AND PARTIES' RESPONSIBILITIES.**

The GCC shall provide office space to the County within its Continuing Education Building. The GCWIB will collaborate with and assist the GCC to utilize the GCWIB's resources for various functions as may be required, including creating and developing various educational and job training programs, administering various grant programs, and offering literacy programs to Gloucester County residents.

**B. COST OF SERVICES.**

There shall be no cost to either party involved in this agreement.

**C. DURATION OF AGREEMENT.**

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of ten (10) years, commencing on the date of the signing of this Agreement.

**D. TERMINATION.**

This Agreement may be terminated, upon Ninety (90) days written notice to the other party or parties, as appropriate, 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 the County, 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 the County nor the GCC 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 the County pursuant to this Agreement.

**F. INDEMNIFICATION.**

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

The GCC 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.**

County and the GCC 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. The Authority shall, simultaneous to the execution of this Agreement, deliver certifications of said insurance to the County, naming the County 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 the County, the GCC, in his or her individual capacity, and neither the officers, agents or employees of the County or the GCC, 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.

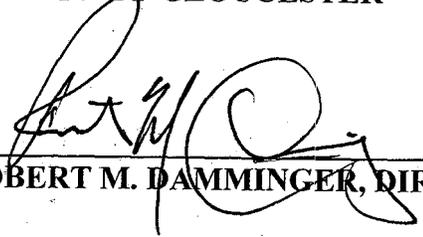
**K. MISCELLANEOUS.**

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.

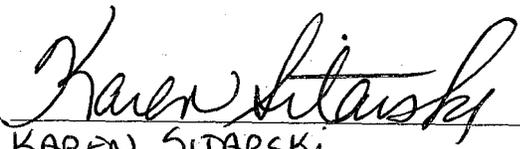
ATTEST:

  
ROBERT N. DILELLA, CLERK

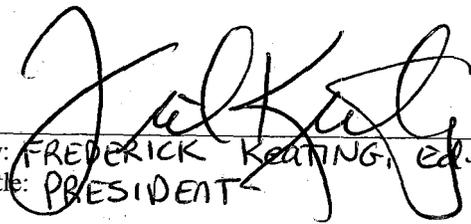
COUNTY OF GLOUCESTER

  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

  
KAREN SITARSKI  
Sr. EXECUTIVE ASSISTANT TO  
PRESIDENT + BOT

GLOUCESTER COUNTY COLLEGE

  
By: FREDERICK KEATING, Ed.D.  
Title: PRESIDENT

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Authority 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.** The County and the GCC 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.

L. **EFFECTIVE DATE.** This Agreement shall be effective as of this 19<sup>th</sup> day of March, 2014, 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.