

5/7/14

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**SHARED SERVICES AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**

and

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

**FOR THE SOLICITATION AND PROCESSING**

**OF APPLICATIONS FOR EMPLOYMENT AND THE**

**RECOMMENDATION OF PROSPECTIVE EMPLOYEES FOR HIRE**

**Dated: February 7, 2014**

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Prepared by: Matthew P. Lyons,  
County Counsel

## **SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** ("Shared Services "), dated February 7, 2014, by and between the Gloucester County Improvement Authority, (referred to as "Local Unit") and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

### **RECITALS**

1. The County of Gloucester ("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 Improvement Authority is a corporation formed pursuant to the laws of the State of New Jersey with offices at Budd Boulevard, Woodbury, New Jersey 08096;
3. The Gloucester County Improvement Authority is a local unit and eligible to enter into Interlocal Services Agreements. It is hereafter referred to as "the Local Unit";
4. County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services;
5. The Local Unit operates on a smaller scale, but still is required from time to time to seek and hire employees;
6. The Local Unit could be expected to experience economies of scale by agreeing with the County that the County, through its Department of Human Resources, will conduct the solicitation for prospective employees, conduct the employment process and make a recommendation to the local unit of an employee to hire;
7. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes Gloucester County and governmental entities to enter into Shared Services Agreements with other governmental entities; and

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

### **AGREEMENT**

#### **A. DESCRIPTION OF THE PROJECT.**

The Project for purposes of this Agreement shall consist of the County advertising the availability of employment and soliciting candidates for employment for the Local Unit; interviewing candidates; testing the candidates consistent with the nature of the job to be

performed, which may in some cases include drug testing or physical capacity testing; otherwise screen the candidates. The County will then recommend an employee for hire to the Local Unit, which will make the final decision on hiring.

County and the Local Unit shall agree upon a protocol for the Local Unit to advise the County of the existence of a vacancy or otherwise the need for a new hire.

The County will appropriately screen the applicants for the positions and see to the performance of appropriate testing where necessary and permitted.

**B. LOCAL UNIT RESPONSIBILITIES.**

The Local Unit will:

1. On a timely basis provide all information concerning the existence of a vacancy or other need for an employee, providing to the County the job description, prospective salary information, position on table of organization and all other information relative to the hiring process;
2. The Local Unit shall be responsible for the cost of drug testing, physical capacity testing, other screenings, and any other testing or screening performed by the County;
3. The Local Unit will act in a timely fashion on the recommendations made by the County Department of Human Resources with regard to the applicants for employment and notify the County whether or not the employee has been hired or has been rejected.

**C. PAYMENT FOR TESTING AND SERVICES.**

The Local Unit shall be responsible for the cost of all testing and screening, as above described.

For the first year of this Contract, the Local Unit shall not be obligated to make any payment to the County for the performance of the services. On an annual basis, the County may require that a reasonable fee for the performance of the services be paid by the Local Unit to the County.

**D. DURATION OF AGREEMENT.**

This Agreement shall be effective for the period of twenty years commencing February 7, 2014 and concluding February 6, 2034.

County may, by Resolution, on 90 days' notice to the Local Unit terminate this agreement, in which event the parties shall have no further obligation to each other.

**E. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority to the County by the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor any Local Unit intends by this Agreement to create any agency relationship other than that which may be specifically required by the Interlocal Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize there are currently existing certain legal relationships between the parties with regard to other activities of the parties and nothing in this Agreement shall be construed to be in derogation of those relationships.

**F. INDEMNIFICATION OF COUNTY.**

- (a) During the Term of this Interlocal Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.
- (b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
- (c) The County and Local Unit agree as follows:
  - (i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit 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;

- (ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

**G. COMPLIANCE WITH LAWS AND REGULATIONS.**

Each party to this Agreement shall at its 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 the performance of the services described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules and regulations concerning the conduct of such soliciting, interviewing and related services concerning consideration of employees for hire.

**H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

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

- I. NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Interlocal Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Interlocal Services Agreement shall be liable personally on this Interlocal Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Interlocal Services Agreement.

**J. MISCELLANEOUS.**

1. **Amendment.** This Interlocal 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 Interlocal Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Interlocal 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.

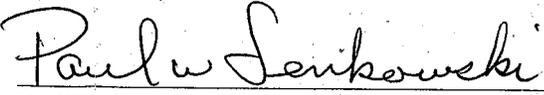
4. **Counterparts.** This Interlocal Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Interlocal Services Agreement sets forth 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 Local Unit and the County 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 Interlocal 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 Interlocal Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Interlocal 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 Interlocal Services Agreement.
9. **Governing Law.** The terms of this Interlocal Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

K. **EFFECTIVE DATE.** This Agreement shall be effective as of February 7, 2014, which date shall be considered the commencement date of this Agreement.

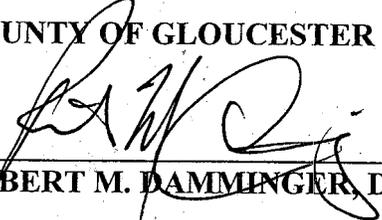
ATTEST:

  
 ROBERT N. DILELLA, CLERK

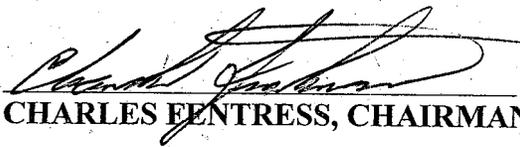
ATTEST:

  
 PAUL W. LENKOWSKI, SECRETARY/  
 TREASURER

COUNTY OF GLOUCESTER

  
 ROBERT M. DAMMINGER, DIRECTOR

GLOUCESTER COUNTY  
 IMPROVEMENT AUTHORITY

  
 CHARLES FENTRESS, CHAIRMAN