

7/9/14

SHARED SERVICES AGREEMENT

between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

ROWAN UNIVERSITY

FOR RENEWAL OF THE MEGAN M. GIORDANO FELLOWSHIP

Dated: September 1, 2014

Prepared by: Anthony J. Fiola,
Assistant County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated September 1, 2014, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County"), and Rowan University ("Rowan");

WHEREAS, there is presently in effect an Agreement between the County and Rowan for the joint funding of the Megan M. Giordano Fellowship (the Fellowship), the term of which Agreement is July 1, 2012 to August 31, 2013; and

WHEREAS, the parties renewed the Agreement, based on the terms and conditions herein stated, for the period September 1, 2013 to August 31, 2014; and

WHEREAS, the parties desire to renew the Agreement, based on the terms and conditions herein stated, for the period September 1, 2014 to August 31, 2015; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S. 40A:65-1 et seq., authorizes the parties to enter into this agreement;

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

- A. The current Agreement between the parties for the joint funding of the Fellowship is renewed for the period September 1, 2014, through August 31, 2015.
- B. The County's contribution to the Fellow's compensation will be \$32,650.00. Rowan's contribution will be \$17,698.00, for a total compensation of \$50,348.00.
- C. All of the remaining terms and conditions of the current Agreement shall remain in full force and effect.
- D. **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.
- E. **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 Rowan or the County, in his or her individual capacity, and neither the officers, agents or employees of the IA or County 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.

RESOLUTION #16

**AUTHORIZING THE VICE PRESIDENT FOR
FINANCE AND CHIEF FINANCIAL OFFICER
THE ABILITY TO APPROVE CONTRACTS**

WHEREAS, pursuant to the State College Contracts Law, N.J.S.A. 18A:64-52 et seq., guidelines were established by the Rowan University Board of Trustees and contracting policies and procedures were approved by resolution on May 24, 1995, and

WHEREAS, the Vice President for Finance and Chief Financial Officer is the logical University official to approve contracts for the acquisition of professional services, specialized software and specialized equipment

THEREFORE BE IT RESOLVED by the Board of Trustees that, in addition to the President, the Vice President for Finance and Chief Financial Officer shall have the authority to approve contracts and contract changes, subject to Board approval as required, to maintain an uninterrupted smooth flow of business activities.

SUMMARY STATEMENT

The purpose of this resolution is to authorize the Vice President for Finance and Chief Financial Officer, in addition to the Interim President, the ability to approve contract changes, contracts exempt from competitive bidding, subject to Board approval as required, and expenditures funded by grants and other non-university monies.

Recommended for Approval By:
Executive Committee on (9/1/11)

9/14/11

F. 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.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.
3. **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.
4. **Entire Agreement.** This Shared Services 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 inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
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, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
7. **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.

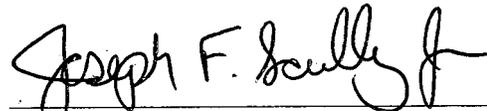
ATTEST:

ATTEST:



ROBERT N. DILELLA, CLERK

ROWAN UNIVERSITY:



~~ALY A. HOUSHIMAND, PRESIDENT~~

Joseph F. Scully, Jr.
Sr. VP for Finance & CFO

COUNTY OF GLOUCESTER:



ROBERT M. DAMMING, DIRECTOR