

1/25/15

**SHARED SERVICES AGREEMENT
BY AND BETWEEN
GLOUCESTER COUNTY INSURANCE FUND COMMISSION
AND
THE COUNTY OF GLOUCESTER**

THIS DOCUMENT constitutes a Shared Services Agreement, pursuant to N.J.S.A. 40A:65-1, et seq., entered into between the Gloucester County Insurance Fund Commission, a body politic and corporate of the State of New Jersey with offices located at 2 South Broad, Woodbury, New Jersey 08096, (the "Fund"), and the County of Gloucester, a body politic and corporate of the State of New Jersey with offices located at 2 South Broad, Woodbury, New Jersey 08096, (the "County"), The date of execution of this agreement is the 1st day of January, 2015.

WITNESSETH:

WHEREAS, The Gloucester County Insurance Fund Commission (hereinafter the "Fund") has requested assistance from the County of Gloucester (hereinafter the "County") with respect to safety services for a term commencing on or about January 1, 2015 to December 31, 2025; and

WHEREAS, the County is willing and able to provide assistance to the Fund for these specific services; and

WHEREAS, Dean Sizemore and Michael Brewer, County employees, shall provide safety services to the Fund as may be required; and

WHEREAS, N.J.S.A. 40A:65-1 *et seq* ("Uniform Shared Services and Consolidation Act") permits two local units to enter into a contract for any services which any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the Fund and the County agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; now,

therefore,

IN CONSIDERATION of the mutual promises hereinafter expressed, the parties hereto agree as follows:

1. DUTIES AND RESPONSIBILITIES

Dean Sizemore and Michael Brewer will provide safety services to the Fund on an as-needed basis as may be required by the Fund as follows:

- a. Conduct site inspections and safety surveys;
- b. Conduct and assist in accident and claim investigations;
- c. Staff the GCIC Safety and Claims Committee and GCIC CAT Team;
- d. Assist the GCIC members in managing Workers' Compensation claims;
- e. Liaison to Workers' Compensation case medical providers;
- f. Liaison to Risk Manager, Workers' Compensation Claims Administrator and Safety Consultant;
- g. New employee orientation on safety.

2. COST OF SERVICES.

The Fund will pay to the County an amount equal to the wages and fringe costs payable by the County to the County employee providing the services for the time devoted by the employee to the provision of the services. County will provide periodic invoices to the Fund describing the amount due from the Fund. The Fund will promptly place the invoice in line for payment.

3. TERM AND TERMINATION

The term of this Agreement shall take effect on January 1, 2015 and remain in effect by mutual agreement of the parties until December 31, 2025. The Fund or the County, in its sole discretion, shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice at the addresses listed herein above.

4. **NOTICES**

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to the parties at the addresses listed herein above.

5. **MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions shall apply to this Agreement:

a. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey law and shall therefore be interpreted under the laws of the State of New Jersey.

b. Waiver

Failure to enforce any of the provisions of this Agreement by any of the parties shall not be construed as a waiver of the provisions.

c. Amendment for Modification

This Agreement may not be modified, altered, or amended in any manner, except in writing, signed by the parties hereto.

d. Heading

This section and any other headings contained in this Agreement are for reference purposes only and shall not affect meaning or interpretation of this agreement.

e. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

f. Entire Agreement

This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there is no side or oral agreements relating to the understandings set forth herein.

g. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from both parties.

h. Affirmative Action

The parties hereby agree to incorporate the affirmative action language attached hereto.

i. Americans with Disabilities

The parties hereby agree to incorporate the Americans with Disabilities Act language attached hereto.

j. Audit

Where applicable, the Fund shall permit the County and/or its independent auditors to have access, at a reasonable time and place, to the records and financial statements necessary to comply with N.J.O.M.B. circular Letter 98-07 as applicable to State and Local Governments.

k. Funding

If applicable and pursuant to N.J.S.A. 40A:1 1-15, this Agreement is subject to the availability and appropriation of sufficient funds each year in which it is in effect.

l. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

m. Binding Agreement

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:

**GLOUCESTER COUNTY INSURANCE
FUND COMMISSION**



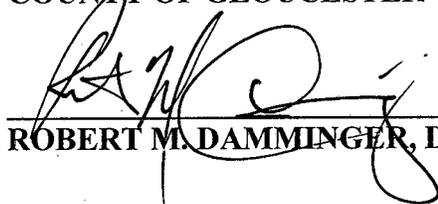
GERALD WHITE, CHAIRMAN

ATTEST:

COUNTY OF GLOUCESTER



ROBERT N. DILELLA, CLERK



ROBERT M. DAMMINGER, DIRECTOR

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

i. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

ii. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

iii. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

iv. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report;
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in

connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.