

8/19/15

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**SHARED SERVICES AGREEMENT
BETWEEN THE
COUNTY OF GLOUCESTER, NEW JERSEY
AND
ROWAN UNIVERSITY**

**FOR MODIFICATION AND RENEWAL OF THE MEGAN M. GIORDANO
PUBLIC HISTORY FELLOWSHIP**

EFFECTIVE SEPTEMBER 1, 2015

Prepared By: Lynn A. McClintock
Assistant County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated September 1, 2015, 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 an Agreement in effect between the County and Rowan for the joint funding of the Megan M. Giordano Public History Fellowship (the "Fellowship"), for the purpose of promoting awareness of and enhancing the Red Bank Battlefield/ James and Ann Whitall House historic area experience; and

WHEREAS, the term of the existing Agreement is September 1, 2014 to August 31, 2015; and

WHEREAS, the parties desire to modify and to renew the Agreement, in accord with the terms and conditions provided herein, for the period September 1, 2015 to August 31, 2016; and

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

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

- A. The Agreement between the parties for the joint funding of the Giordano Fellowship is hereby renewed for the period September 1, 2015 through August 31, 2016 and is modified to include the additional services of a Rowan Student in Public History ("Student"), both of whose duties are as described herein.
- B. The *Giordano Fellow* shall act as Curator of the James and Ann Whitall House at the Red Bank Battlefield in National Park, and, in that capacity, promote the historical significance of the site, develop interactive activities and educational events and programming to enhance the Red Bank Battlefield/Whitall House experience, assist in the design and utilization of volunteer programs, develop a formal internship program, and formulate grant and foundation funding proposals in addition to his/her duties/responsibilities to Rowan's Department of Public History.
- C. Under the direction of the Giordano Fellow, the *Student* shall, in addition to his/her duties/responsibilities to Rowan's Department of Public History:
 - a. Assist in managing visitor programs and activities at the Whitall House, including public tours and educational programming.
 - b. Serve as site manager during public visitation, overseeing the guest experience and facilitating positive interaction between staff and guests.
 - c. Provide training and guidance for volunteers.
 - d. Prepare educational materials for school visitations and perform educational outreach to local schools and organizations.

- e. Conduct historical research as directed by the Giordano Fellow and prepare educational materials for staff training.
- f. Perform similar other duties as assigned by the Giordano Fellow.
- D. The County's annual contribution to the Giordano Fellowship and Student positions will be \$45,303.00. Rowan's contribution for these positions will be \$17,984.00, for a total of \$63,287.00 per year.
- E. All of the remaining terms and conditions of the current Agreement shall remain in full force and effect.
- F. **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.
- G. **NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be a 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 Rowan or the County nor any official executing this Shared Services Agreement shall be liable personally under 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.
- H. **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:

ROWAN UNIVERSITY:



JOSEPH F. SCULLY, JR.
SR. VP FOR FINANCE & CFO

ATTEST:



CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER:



ROBERT M. DAMMINGER, DIRECTOR