

215/23

SHARED SERVICES AGREEMENT

By and Between the

COUNTY OF GLOUCESTER

and

ROWAN COLLEGE OF SOUTH JERSEY-GLOUCESTER COUNTY

Dated: March 1, 2023

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (referred to as "Agreement") commencing **March 1, 2023**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and **ROWAN COLLEGE OF SOUTH JERSEY**, an educational instrumentality of the State of New Jersey (referred to as "RCSJ"); and

RECITALS

1. The County is a body politic and corporate of the State of New Jersey with administrative offices located at 2 S. Broad Street, Woodbury, NJ 08096;
2. RCSJ is an educational instrumentality of the State of New Jersey, and pursuant to N.J.S.A. 40A: 10-51 it is recognized as a local unit of the State of New Jersey for contractual purposes, with an office located at 1400 Tanyard Road, Sewell, New Jersey, 08080;
3. N.J.S.A. 40:A.65-1 et sq. specifically provides a mechanism through which counties may enter into agreements for the provision of shared services;
4. RCSJ will provide trained staff and workspace to support the County's Workforce Development Board and coordinate activities thereof;
5. The County has the available professional resources and will continue to provide legal and fiscal support to the RCSJ staff who are designated by RCSJ to operate the Gloucester County Workforce Development Board (WDB).

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

AGREEMENT

A. DESCRIPTION OF SERVICES.

Goals

The goal of this Agreement is to establish the relationship between Gloucester County which operates as the local workforce investment area and RCSJ for purposes of promoting the most efficient use of available resources to ensure that the State of New Jersey's workforce development system is demand-driven and responsive to the needs of employers, their employees, and job seekers through skills training, career pathways, and other employment support.

This Agreement will serve to expand on our growing collaboration and coordination within the workforce infrastructure of the county. Our agreement to share resource will create more

efficient, accessible, and cost-effective workforce system that will benefit the residents and business in our community, and provide a foundation for the expansion of workforce development activities throughout South Jersey.

Roles

1. The Director of the Gloucester County Board of County Commissioners statutorily shall serve as the the Chief Elected Official (CEO), fiscal agent and local grant recipient in accordance with the requirements and designation of the Act.
2. The CEO has designated the County as the fiscal agent who will be responsible for the administration of funding to RCSJ and ultimately disbursement of grant funds pursuant to 29 USC §679.420 et. seq. pursuant to the needs of the WDB.
3. As the fiscal agent to the Workforce Development Board, the CEO directly and by way of delegation retains the rights to have WDB personnel report all plans and activities to the CEO as well as RCSJ.
4. The CEO and the County shall be the grant recipient for other funding including: Workfirst New Jersey funds, New Jersey Department of Labor & Workforce Development (NJDLWD) funds, and NJ Department of Labor & Workforce Development Workforce Supplemental Funds and such other funds as shall be allocated to the County by state or federal officials.
5. RCSJ will provide office and work space for WDB staff and WDB activities will be hosted at RCSJ unless an alternate venue is deemed warranted by WDB staff.
6. The County will provide legal and fiscal support to those RCSJ staff members who are designated by RCSJ to manage and operate the WDB.
7. The County will share equipment costs and access to demographic databases to enhance workforce and economic development activities.
8. The County may designate a member of the Board of Chosen Commissioners to act as a liaison to the WDB.
9. Parties will adhere to all state and federal statutes, policies and directives as well as local MOUs as they apply to the function of the local WDB.

B. PAYMENT FOR SERVICES.

RCSJ shall be paid for services to the WDB upon receipt of an invoice and a properly executed voucher. After approval by the fiscal agent, the payment will be placed in line for prompt payment.

No fees will be assessed by or to either party and any extraordinary costs or reimbursements required by RCSJ must be agreed upon by the parties.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for ten 10 years, from March 1, 2023 to February 28, 2033. Upon one year (365 days) written notice to the other party, either party may terminate this Agreement without cause.

D. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County to RCSJ, 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 RCSJ intends 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 performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing 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.

E. INDEMNIFICATION OF COUNTY.

(a) During the Term of this Shared Services Agreement, RCSJ shall indemnify and shall hold the County, the members of the Board and its officers, agents, and employees harmless against, and RCSJ shall pay any and all, liability, loss, cost, damage, claim, judgment or expense, of any and all kinds of 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. RCSJ 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 RCSJ.

(b) RCSJ 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, RCSJ 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 RCSJ agree as follows:

- (i) The County shall give an authorized RCSJ representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and RCSJ 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; and
- (ii) The County shall not, without the prior written consent of RCSJ, adjust, settle or compromise any such claim, suit or action with respect to the Program, and RCSJ shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Program.

F. 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 apply 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.

G. 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 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.

H. 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 RCSJ or County, in his or her individual capacity, and neither the officers, agents or employees of RCSJ 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.

I. 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.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, RCSJ, 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 RCSJ shall execute, acknowledge and deliver, or cause to be executed, acknowledge 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 applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity, and performance.

10. County Point of Contact.

County of Gloucester
Department of Administration
Chad M. Bruner, County Administrator
2 South Broad Street
Woodbury, New Jersey 08096

RCSJ Point of Contact.

Rowan College of South Jersey
Dominick J. Burzichelli, VP and Chief Operating Officer
1400 Tanyard Road
Sewell, New Jersey 08080

J. EFFECTIVE DATE. This Agreement shall be effective on **March 1, 2023**, which shall be considered the commencement date.

ATTEST:

Laurie Burns
LAURIE BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

Frank J. Dimarco
FRANK J. DIMARCO, DIRECTOR

ATTEST:

Meg Resney, Special Assistant
to the President

ROWAN COLLEGE OF SOUTH JERSEY

DR. FREDERICK KEATING, PRESIDENT

Dominick Burzichelli, Executive Vice President & COO
on behalf of Dr. Fred Keating