

6/15/16

49929

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER**

**This Uniform Shared Services Agreement** (“Shared Services Agreement”), dated this 16<sup>th</sup> day of March, 2016, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”), and the **Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester** (hereinafter “the Board”).

**RECITALS**

**WHEREAS**, 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;

**WHEREAS**, the Board is a consolidated Board of Education established by the County to integrate the operations of the Gloucester County Institute of Technology, located at 1360 Tanyard Rd., Sewell NJ, 08080 and the Gloucester County Special Services School District, located at 1340 Tanyard Rd., Sewell NJ, 08080;

**WHEREAS**, the County maintains a Building and Grounds Department;

**WHEREAS**, the Board has a need for Buildings and Grounds Supervision from 5:00 p.m. to 10:00 p.m., as needed and requested by the Board for supervisory duties;

**WHEREAS**, it is the intention of the parties to enter into an agreement pursuant to which the County will provide a Building and Grounds staff member to the Board for the maintenance of its designated schools from 5:00 p.m. to 10:00 p.m. as needed and requested by the Board;

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

**AGREEMENT**

**A. DESCRIPTION OF CERTAIN SERVICES.**

The County will provide either Building and Grounds Supervision or a staff member from 5:00 p.m. to 10:00 p.m. on an as-needed basis for maintenance or supervision at a designated facility.

**B. PAYMENT FROM BOARD TO COUNTY.**

The Board will pay to the County an hourly rate of \$30.65 - \$36.37 for supervisory staff and an hourly rate of \$16.24 - \$23.44 for maintenance staff.

There will be no benefit escalator.

The County will provide periodic invoices to the Board describing the amount due from the Board. The Board will promptly place the invoice in line for payment.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective on May 1, 2016 and shall terminate on April 30, 2026.

**D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALS.**

Neither County nor the Board intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of Buildings and Grounds Supervision or staff member from 5:00 p.m. to 10:00 p.m. for maintenance or supervision of its schools as described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Board hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Board and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Board represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Board shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both the Board and the County.

**E. COMPLIANCE WITH LAWS AND REGULATIONS**

The Board agrees that it will 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 Shared Services Agreement.

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 hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Board, 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 Board 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 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 of New Jersey applicable to agreements made and to be

performed entirely within such State, including all matters of enforcement, validity and performance.

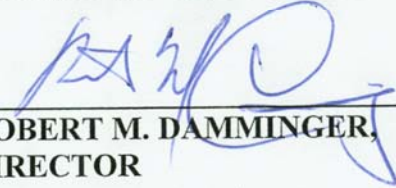
**G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of the 1<sup>st</sup> day of **May, 2016**, which date shall be considered the commencement date of this Shared Services Agreement.

**ATTEST:**



**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

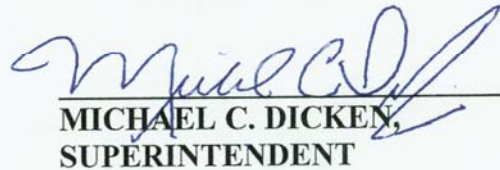
**COUNTY OF GLOUCESTER**



**ROBERT M. DAMMING,  
DIRECTOR**

**ATTEST:**

**BOARD OF EDUCATION OF  
THE SPECIAL SERVICES  
SCHOOL DISTRICT AND THE  
VOCATIONAL SCHOOL  
DISTRICT OF THE COUNTY  
OF GLOUCESTER**



**MICHAEL C. DICKEN,  
SUPERINTENDENT**