

9/17/22

R.54027

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (referred to as "Agreement") commencing **September 1, 2022**, 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 **ROWAN UNIVERSITY**, an educational instrumentality of the State of New Jersey (referred to as "Rowan"); 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. Rowan 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 201 Mullica Hill Road, Glassboro, New Jersey 08028;
- 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. The County operates and oversees the Gloucester County Animal Shelter, located at 1200 Delsea Drive, Clayton, New Jersey 08312;
- 5. RCSJ has the capability and resources to provide Veterinarians, Veterinarian Technicians, Students, and Interns to oversee the Spay & Neuter Clinic and to provide veterinarian services to the animals.

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.

The goal of this Agreement is for RCSJ to oversee and operate the Gloucester County Animal Shelter Spay & Neuter Clinic and Rowan to provide veterinarian services to the animals. In addition, educational opportunities, internships, and student participation will be accomplished through this agreement.

B. PAYMENT FOR SERVICES.

The County will reimburse to RCSJ and Rowan the salaries of the Veterinarians and Veterinarian Technicians.

RCSJ will pay to the County a one-time fee of \$1.00 for the Spay & Neuter Clinic building. The County will be responsible for trash, snow removal, and all utilities, communication connectivity, janitorial and supply of medical specific equipment.

The Spay & Neuter Clinic is approximately 4000 square feet in total. The County will utilize approximately 860 square feet with the remaining 3140 square feet the subject of this agreement.

Hours of operation will be by arrangement in consultation with the Director of the County Animal Shelter.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for ten (10) years, from September 1, 2022 to August 31, 2032. 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 and Rowan, 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 nor Rowan 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

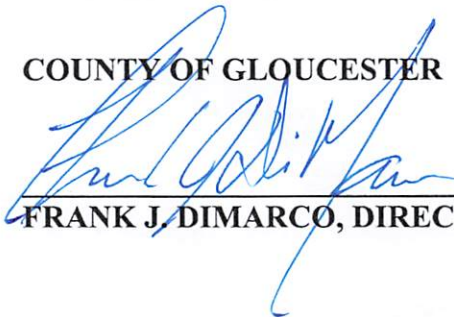
J. EFFECTIVE DATE. This Agreement shall be effective on September 1, 2022, which shall be considered the commencement date.

ATTEST:



LAURIE BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER



FRANK J. DIMARCO, DIRECTOR

ATTEST:

ROWAN COLLEGE OF SOUTH JERSEY



DR. FREDERICK KEATING, PRESIDENT

ATTEST:

ROWAN UNIVERSITY

ALI HOUSHMAND, PRESIDENT