

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Cumberland COUNTY: Cumberland

RECIPIENT: Cumberland County College COUNTY: Cumberland

BRIEF DESCRIPTION OF SERVICE:

County to provide Chief Financial Officer services to the College one day per week and to be available also by telephone whenever necessary and College to pay County \$1,000.00 weekly.

EFFECTIVE DATE: March 21, 2018

EXPIRATION DATE: June 30, 2019

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT N/A

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICES AGREEMENT

BETWEEN

CUMBERLAND COUNTY COLLEGE

AND

COUNTY OF CUMBERLAND

This agreement is made this 19th day of April, 2018, by and between the County of Cumberland, a body corporate, organized and existing under the Laws of the State of New Jersey having its principal offices at 164 West Broad Street, Bridgeton, New Jersey 08302 (hereinafter referred to as "the County") and the Cumberland County College, having its principal offices located at 3322 College Drive, P.O. Box 1500, Vineland, New Jersey 08362-1500 (hereinafter referred to as "College").

WITNESSETH:

WHEREAS, the College has requested financial assistance (Chief Financial Officer services) from the County; and

WHEREAS, the County is willing to provide said financial services to the College; and

WHEREAS, the County and the College are desirous of working together cooperatively for the mutual benefit of each other and the residents of Cumberland County; and

WHEREAS, the parties are desirous of entering into an arrangement setting forth their understandings and respective obligations and responsibilities with regard to said financial services; and

WHEREAS, the County and the College are authorized pursuant to Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et seq. to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

NOW THEREFORE, it is agreed by and between the College and the County as follows:

1. The County shall provide Chief Financial Officer services to the College one (1) day per week on site at the College and shall also be available by telephone whenever necessary.
2. The College shall pay to the County the sum of \$1,000.00 weekly.
3. The County, by and through its Chief Financial Officer, shall attend meetings as requested by the College Board of Trustees or deemed necessary by the Chief Financial Officer.
4. The College shall provide one (1) access card to its faculty parking area to the County Chief Financial Officer.
5. The College shall provide to the County Chief Financial Officer complete access to all fiscal records and files (paper and digital) including "query only" access to all relevant fiscal modules of the College computer systems.
6. The County and the College agree to mutually cooperate in connection with the provision of these shared services.
7. The College shall indemnify and shall hold the County, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any

claim arising out of or in any way related to the services performed by the College and/or its employees, officers, or agents under the terms of this Shared Services Agreement.

8. The County shall indemnify and shall hold the College, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim arising out of or in any way related to the services performed by the County and/or its employees, officers, or agents under the terms of this Shared Services Agreement.

9. At all times during the term of this Shared Services Agreement, the County shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, Errors and Omissions insurance and comprehensive general liability insurance with respect to this Agreement in such amount as the parties shall determine to be reasonably required. The County shall be obligated to pay for the cost of all such insurance. All such insurance policies shall name the County as the named insured and the College as an additional insured.

10. The College shall not be liable for injury or damage to any person or property unless it is due to the College's gross negligence or intentional misconduct. The County shall be liable for any loss, injury or damage to any person or property caused by the act or omission of the County or the County's employees or agents. The County shall defend the College from and reimburse the College for all liability and costs (including reasonable attorneys' fees) resulting from any injury or damage due to the acts or omission of the County or the County's employees or agents.

11. The College shall provide a surety bond providing bonding on behalf of the Chief Financial Officer based on an anticipated annual budget of \$25,000,000.

12. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

13. During mediation proceedings, the College and the County shall continue to perform the services described in this Agreement.

14. Prior to either party submitting a demand for mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- a). five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- b). 30 days have passed after submission of the original, written claim by the aggrieved party and the other party have not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

15. The written notice of Demand for Mediation shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

16. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

17. Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

18. If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party.

Thereafter, any party may submit the dispute to the Superior Court of New Jersey, Cumberland County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

19. In the event that any agreement which is contained in this Shared Services Agreement shall 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.

20. 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 either the College or the County, in his or her individual capacity, and neither the officers, agents or employees of the College or the 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.

21. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

22. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

23. 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.

24. 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.

25. 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.

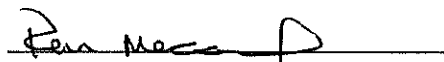
26. This agreement shall become effective March 21, 2018 and shall remain in effect through June 30, 2019 pursuant to N.J.S.A. 40A:65-7(4) with the County having an option to renew upon consent of both parties.

27. In the event that either party wishes to discontinue this agreement, it may be cancelled on ninety (90) days written notice to the other party.


28. 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.

29. 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


Ken Mecouch, Clerk to the Board
4-20-18


COUNTY OF CUMBERLAND


Joseph Derella, Freeholder Director

ATTEST


Michelle D. Brown, Board Secretary

CUMBERLAND COUNTY COLLEGE


Donna M. Perez, Board Chair