

10/6/21

SHARED SERVICES AGREEMENT

By and Between the
COUNTY OF GLOUCESTER
and
ROWAN UNIVERSITY

Dated: October 6, 2021

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (referred to as "Agreement") commencing **October 6, 2021**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and the **ROWAN UNIVERSITY**, an educational instrumentality of the State of New Jersey (referred to as "Local Unit"); 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. The Local Unit 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, through the Department of Health and Human Services, Division of Transportation Services, recognizes the need to perform an evaluation of operations and development within the Division of Transportation Services;
5. The Local Unit has the capability of performing the evaluation through the Rowan University Center for Research & Education in Advanced Transportation Engineering Systems.

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

AGREEMENT

A. DESCRIPTION OF THE PROGRAM.

The goal of this Agreement is to evaluate existing conditions, conduct assessment of existing service, develop a series of recommendations, and report the findings, conclusions, and recommendations.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will comply with all requirements, terms, and conditions as outlined in **Attachment A**.

C. PAYMENT.

The County agrees to compensate the Local Unit in the amount not to exceed \$60,000 for 2021, contingent upon the Local Unit meeting the expected performance goals described in **Attachment A**.

D. DURATION OF AGREEMENT.

This Agreement shall be effective from October 6, 2021 to December 31, 2022.

Upon 30 days' written notice, either party may terminate this Agreement without cause. If the County terminates the Agreement, the Local Unit shall be entitled to compensation for all work performed before such termination.

E. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County to the Local Unit, 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 any Local Unit 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.

F. LIABILITY AND INSURANCE.

- Local Unit is a body corporate and politic of the State of New Jersey. As such this Agreement incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et. seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties.
- Local Unit agrees to maintain individual policies of any requisite professional liability and general liability insurance for itself, its employees and students, if appropriate, with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. Parties will also maintain Worker's compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect the Parties and their employees.

G. 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.

H. 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.

I. 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 the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit 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.

J. 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 Local Unit, 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 Local Unit and the County 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 of New Jersey.

K. EFFECTIVE DATE. This Agreement shall be effective on **October 6, 2021**, which shall be considered the commencement date.

ATTEST:

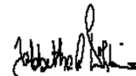
COUNTY OF GLOUCESTER

**LAURIE BURNS,
CLERK OF THE BOARD**

FRANK J. DiMARCO, DIRECTOR

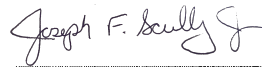
ATTEST:

ROWAN UNIVERSITY



**NAME: Tabbetha Dobbins, Ph.D
TITLE: VP for Research**

ROWAN UNIVERSITY



**NAME: Joseph F. Scully, Jr.
TITLE: Sr. VP for Finance and CFO**

ATTACHMENT A

DEMAND-RESPONSE TRANSIT IN GLOUCESTER COUNTY: EVALUATION OF OPERATION AND DEVELOPMENT OF RECOMMENDATIONS

Center for Research and Education in Advanced Transportation Engineering Systems (CREATES)/Rowan Team Members:

- Dr. Mohammad Jalayer (PI), Department of Civil and Environmental Engineering, CREATES, Rowan University
- Dr. Yusuf Mehta (Co-PI), Department of Civil and Environmental Engineering, CREATES, Rowan University
- Dr. Ayman Ali (Co-PI), CREATES, Rowan University
- Dr. Ning Wang (Co-PI), Department of Computer Science, Rowan University

Project Background/Objectives

Since 1985, the County of Gloucester has been providing deviated fixed route and demand response transportation to the residents of Gloucester County. Ridership has grown over the years, with a peak of over 100,000 trips a year to current estimates of 50,000 yearly trips. There is a fleet of 27 vehicles and ranging from 12 seats to 18 seats with 11 Omnibus Operators. The main objectives of this study include:

- Conduct and analyze surveys of Gloucester County residents, staff, and Local Citizens Advisory Council on Transportation (LCTAC) to identify the transportation needs and challenges
- Assess the existing demand response system (e.g., scheduling, current trips, pick-up points, and destinations for ridership) to determine whether the current scheduling, process, procedures, and systems meet the ridership demand
- Develop recommendations on the current transportation system to meet the identified need and enhance the efficiency of the system.

Research Approach

Task 1. Evaluate Existing Conditions

In this task, the research team will conduct a comprehensive literature review to identify the state of practice and art of demand transportation system operations, management, and mobility performances. The team will closely work with Gloucester County to obtain any relevant data such as demographics, passenger trips, trip frequencies, mileage, revenue, cost, hours and miles of service, and peak vehicle requirements.

The research team will also conduct and analyze surveys of Gloucester County residents, staff, and the Local Citizens Advisory Council on Transportation (LCTAC) to identify the transportation needs and challenges. In addition, the team will create an inventory of existing databases to supplement the data provided by Gloucester County, including:

- Demographic and health-related information of residents (e.g., age, gender, ethnicity, income, education, homeownership, sexual orientation, marital status, family size, health and disability status, and psychiatric diagnosis)
- Number of households with chronic diseases such as arthritis, asthma, stroke, high blood pressure, cancer, diabetes, mental health, physical health, chronic kidney disease, and coronary heart diseases
- Number of households with limited to no vehicle ownership/driver license
- Number of vulnerable populations such as age groups less than 18 years old and more than 65 years old

Task 2. Conduct Assessment of Existing Service

In this task, the research team will analyze the collected data in the previous task and evaluate the existing transportation system (i.e., demand response system, deviated fixed routes, and subcontracted services) in temporal (e.g., headways, response time, on-time performance) and spatial (e.g., transportation accessibility, service coverage) domains operated by Gloucester County.

The team will also develop recommendations to enhance the delivery of service as well as opportunities that should be implemented to alleviate the deficiency of the current system. To be specific, for bus trips and scheduled recommendations, the research team will accomplish the following subtasks:

- Develop quantitative metrics (e.g., service span, level of service) to assess the needs of the population in spatial and temporal domains. The results will identify presently underserved areas and the corresponding underserved time slots.
- Modify bus route and schedule to maximize population's need, reduce operational costs (i.e., eliminate duplication), considering realistic constraints such as peak vehicle capacity using a mathematical model such as mixed-integer linear programming (MILP) approach.

Task 3: Develop a Series of Recommendations

Based on the results obtained from previous tasks, the research team will develop a series of recommendations (e.g., adjustments to existing scheduling and planning efforts to better serve increasing demand and need) to enhance the efficiency of the existing transportation system (i.e., demand response system, deviated fixed routes, and subcontracted services). These recommendations will address intermediate/long service needs (two to five years).

Task 4: Submit Final Report: Findings, Conclusions, and Recommendations

At the end of this project, the team will draft and finalize a final report along with an executive summary detailing the study process, findings of the study tasks and interim technical memoranda, prioritized recommendations, and suggested next

steps. The team will also provide a copy of all data collected, GIS mapping, and other study materials to county staff.

Project Management

The research team will provide a quarterly invoice and reports on budget and project status to County staff. To be specific, the progress reports include progress made, costs incurred, and funding remaining by each task. In addition, the team will conduct a technical meeting (quarterly) to share the result of project with County staff. An interim report, at the end of each task, will be prepared and submitted to the county for their review and feedback.

Tentative Project Timeline (15 Months)

Task	Year													
	2021			2022										
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1														
2														
3														
4														

Project Budget

Task	Allocated Budget
1	\$15,000
2	\$25,000
3	\$10,000
4	\$10,000
Total	\$60,000

SHARED SERVICE-Rowan University-Evaluation of Div. of Transp. Services - Revised

Final Audit Report

2022-01-20

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