

**SHARED SERVICES SERVICE AGREEMENT
BY AND BETWEEN THE BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
AND CAMDEN COUNTY COMMUNITY COLLEGE
FOR EMERGENCY MANAGEMENT PLANS
IN ACCORDANCE WITH N.J.S.A. 40A:65-1 ET SEQ.**

THIS AGREEMENT made this 16th day of October, 2014 by and between the Black Horse Pike Regional School District (“the District”) and Camden County Community College (“the College”);

WHEREAS, the District and the College are desirous of entering into an Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) (“Shared Services Act”), whereby an arrangement would be made for an emergency evacuation by the District off-site; and

WHEREAS, under the Shared Services Act, any local unit may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, by Resolution adopted _____, 2014, the College authorized the execution of a Shared Services Agreement with the District for emergency management plans; and

WHEREAS, by Resolution adopted October 18, 2014 the District authorized the execution of a Shared Services Agreement with the College for emergency management plans; and

WHEREAS, the College is agreeable to providing said services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties and for the consideration set forth below, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall be for the 2014-2015 school year, commencing on the date of this agreement and ending on June 30, 2015. Thereafter, this contract will automatically renew on a year-to-year basis, until terminated by either party within thirty (30) days advance written notice. Notwithstanding the foregoing, either party may cancel this Agreement upon 180 days written notice to the other.

2. **Services.** The College agrees that if an evacuation is required by the District, it will be immediately contacted by the District’s superintendent or designee, in coordination with the Gloucester Township Police Department. The Camden County Public Safety Director will immediately begin to delegate assignments to all College personnel. Buses will come pick up students from their high schools and transport them to the College. The buses will arrive at the College onto Jefferson Drive. Buses will stop and let students off at the gymnasium located on Jefferson Drive. Once all students are off of the bus, the bus will make the complete loop around the entire campus, and exit via Wilson Drive. College personnel will direct all traffic to follow in the same direction. Buses will go back to the school and pick up more students, if needed. Once

all students have been picked up, empty buses shall be parked in P1 area of the College for later use.

Once students have exited the bus at the gymnasium, they will be directed by Emergency Management Personnel to go into Camden County College's facilities. Should students need to use the restroom facilities, they may do so in the men's and women's locker room facility in the gymnasium. Two (2) adjacent classrooms to the gymnasium, Classroom 102 and Classroom 103, shall be used as a Command Center Location and a Trauma/Interview Room.

Parking lot P8 shall be set up as a staging area for any emergency personnel vehicles such as ambulances and police vehicles. Any media will be directed by the Emergency Management Personnel so as to not interrupt the Emergency proceedings or re-unification with parents.

Parking lots P6 and P7 shall be lots where parents shall be directed to park by College personnel prior to being reunited with their children at the gym. Once students and parents arrive back to their cars, they exit right onto Jefferson Avenue, making the entire loop around the campus to exit from Wilson Drive. All traffic shall flow in the same direction.

If the gymnasium is being used at the time, weather permitting, students shall be filtered onto to the soccer field. In the instance where more room is needed to hold the students, then the Denis Flyer Theatre and Science Building shall be used.

3. **Fees.** This Shared Service will be provided by the Camden County College free of charge to the District.

4. **Insurance.** Each Party shall obtain and keep in full force and effect at all times during the term of this Agreement, at its own cost and expense, for the mutual benefit of the Parties: (i) comprehensive general liability and educator's liability insurance aggregate for injury, death or property damage to, or other educator's liability claim, by any one or more persons, or such greater amount in each case as either Party shall reasonably request from time to time, protecting one another as an additional insured against any and all claims for personal injury, death or property damage or any other claim arising under this Agreement, and (ii) worker's compensation insurance as required by law.

All such insurance shall be written by a good and solvent insurance company or companies of recognized standing, admitted to do business in the State of New Jersey or, alternatively, through a public entity authorized by the State of New Jersey to "pool" the financial resources of public entities, including boards of education, as assurance against those risks provided for herein, including but not limited to the Joint Insurance Fund of the County School Business Officials or the New Jersey School Boards Association Insurance Group. All policies procured by either Party pursuant hereto shall be issued in the names and for the benefit of both Parties, as their respective interests may appear. Each Party shall procure, maintain, and place such insurance and pay all premiums and charges therefore and upon failure to do so as herein provided, the other Party may, but shall not be obligated to, procure, maintain and place such insurance and pay all premiums and charges therefore, and shall be entitled to reimbursement for such expense. Each Party shall provide to the other, upon request, copies of certificates of insurance evidencing the coverage

required hereunder. Each Party shall cause to be included in all such insurance policies a provision to the effect that the same will be non-cancelable except upon not less than thirty (30) days' prior written notice to the other Party, and that there will be no right of subrogation against the other party. Copies of all such insurance policies shall be exchanged by the parties within a reasonable period following the Effective Date of this Agreement.

5. **Indemnification.** Each Party (the “Indemnifying Party”) shall protect, indemnify, and hold harmless the other Party , its officers, officials, employees, agents and consultants, (collectively, the “Indemnified Parties”), from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys’ fees, and shall defend the Indemnified Parties in any proceeding or suit, including appeals for personal injury to, or death of, any person or persons, or for loss or damage to property, arising out of the acts or omissions of the Indemnifying Party in its performance (or breach or non-performance) of the Indemnifying Party’s obligations under this Agreement. The Indemnifying Party is not, however, required to protect, indemnify or hold harmless any Indemnified Parties for loss or claim resulting from performance (or non-performance) of the Indemnified Parties obligations under this Agreement or the negligence or willful misconduct of any Indemnified Party. The Indemnifying Party’s indemnify obligation is for the exclusive benefit of the Indemnified Parties and in no event shall such indemnity inure to the benefit of any third Person. The protection afforded to the Indemnified Parties, by the Indemnifying Party, by this paragraph, shall not be limited, in any way, by any limitation elsewhere in this Agreement with respect to the other remedies provided herein.

6. **Assignment, delegation or transfer.** The College acknowledges and agrees that the services and duties required of the College hereunder are personal, as a result of which the College shall not assign, delegate or otherwise transfer any of its rights or duties hereunder without the prior written consent of the District, such consent to be given or withheld by the District in the District's sole discretion. Any attempted assignment, delegation or transfer by the College without such consent of the District shall be of no force or effect whatsoever and shall be null and void.

7. **Entire understanding.** This Agreement sets forth the entire understanding between the District and the College with respect to the subject matter hereof. No change in, addition to, or waiver of any provisions of this Agreement shall be binding upon either party unless in writing, signed by all parties.

8. **Amendments.** This Agreement may be amended or modified only in writing signed by both parties.

9. **Notices.** All notices given pursuant to the terms of this Agreement shall be sent by certified mail to the addresses listed below:

If to the District:

Black Horse Pike Regional School District
580 Erial Road
Blackwood, NJ 08012

If to the College:

Camden County College
200 College Drive
Blackwood, NJ 08012

10. **Governing Law.** This Agreement and any questions concerning its validity, construction, and performance shall be governed by the laws of the State of New Jersey.
11. **Counterparts.** This Agreement may be executed in more than one counterpart each of which shall be deemed to be an original.
12. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to this Agreement, or such other appropriate changes as shall, to the maximum extent practicable in light of such determination, implement and give, effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise effected by such action, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first written above.

CAMDEN COUNTY COLLEGE

Dated:

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT

Dated: