

7/9/14

**SHARED SERVICES AGREEMENT  
BY AND BETWEEN THE COUNTY OF GLOUCESTER,  
AND THE TOWNSHIP OF DEPTFORD**

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), is entered into this 9th day of July, 2014, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and the Township of Deptford, municipal corporations of the State of New Jersey ("Municipality or Municipalities").

**RECITALS**

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096;
2. The Township of Deptford ("Municipality or Municipalities") is a municipal corporation of the State of New Jersey with offices located at 1011 Cooper Street, Deptford, NJ 08096.
3. An Agreement is necessary pursuant to the terms of the Edward Byrne Memorial Justice Assistant Grant (JAG) Program requirements.
4. The County and Municipality have formed the Deptford Supplemental Patrols to target criminal activities.
5. The County and Municipality will coordinate their resources in furtherance of the goals of the Grant.
6. The Prosecutor's Office of the County of Gloucester as the chief law enforcement agency of the County will administer the expenditures of the grant funds consistent with the goals contained herein.

**NOW, THEREFORE**, the County and Municipality desire to enter into this Agreement for the purpose of describing the nature of the services to be provided and the relationship in this context of the parties, consistent with the terms and provisions of N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements. Accordingly, County and Municipality hereby agree as follows.

## AGREEMENT

### A. SCOPE OF AUTHORITY:

1. **Nature and Extent of Services.** The Prosecutor's Office of the County along with the Police Department of the Township of Deptford will form Deptford Supplemental Patrols. The law enforcement agency and members thereof are permitted to enforce the laws of the State of New Jersey and sub-divisions created hereunder in the one (1) participating Municipality.

2. **Description of Law Enforcement Services.** The Deptford Supplemental Patrols created hereunder will operate within the municipal boundaries of Deptford Township. The Deptford Supplemental Patrols will allocate resources on a pre-determined date and time to patrol and target areas where criminal activities may take place. The Deptford Supplemental Patrols, through the County, will also purchase law enforcement equipment necessary for the performance of the duties of the Deptford Supplemental Patrols. When Deptford Township wishes to purchase equipment from these grant funds they must submit requests in writing to the Prosecutor's Office for items to be purchased through the Gloucester County Purchasing Department. Deptford Township shall not purchase equipment and request reimbursement with grant funds.

### B. REPORTING REQUIREMENTS:

1. **County Authority.** All parties hereto acknowledge the County, through the Prosecutor's Office, shall be responsible for the administrating of grant funds. The County will also be responsible for the coordination of services provided by the participating Municipality and how they will be implemented.

2. **Monthly Reports.** The Municipalities further acknowledge that the County through the Prosecutor's Office is obligated to report to the Grant Program Liaison the services provided and certify the same. Therefore, each Deptford Township shall provide to the County a Certification of Hours eligible for reimbursement on a form to be provided by the Gloucester County Prosecutor's Office, which shall include the following information:

- a. Name of participating officer;
- b. Date services provided;
- c. Number of hours worked;
- d. Hourly rate; and
- e. Certification signed by supervising authority certifying the information provided.

### C. PAYMENT FROM COUNTY TO MUNICIPALITIES:

The County acknowledges receipt of grant funds totaling \$10,418.00. The County shall distribute said funds in accordance with the grant requirements as contained in this Agreement. The County will be reimbursed for grant administration services performed consistent with the terms of the grant application. Said reimbursement shall not exceed 10%

of the grant funds. The County shall have no further obligations to the Municipality other than contained herein.

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

Neither County nor Municipality intends by this Agreement to create any agency relationship or delegate any authority other than that which may be specifically required by the Shared Services Agreement Act for the limited purposes set forth herein. Notwithstanding any such agency relationship which may be created by the Shared Services Agreement Act, each Municipality employee participating on the Deptford Supplemental Patrols shall remain an employee of the police department for their respective town for liability purposes.

The Municipality represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed and/or the equipment involved.

**E. DURATION OF AGREEMENT:**

This Agreement will be effective for the period of two (2) years from the date of the commencement of the grant. Each party may take appropriate action to terminate the Agreement prior to its expiration date in the event of the breach of the terms and provisions of the Agreement by any other party. This Agreement shall not automatically renew upon the expiration date. Rather, this Agreement should only be renewed by a specific, dually authorized, written action of the parties, as of the expiration date of the Agreement, to renew the Agreement for a further period.

**F. MISCELLANEOUS PROVISION:**

1. **Entire Agreement.** This 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.

2. **Severability and Modification.** In the event that any portion of this Agreement shall be made inoperative by Judicial Law or Administrative Law rulings, the remainder of this Agreement shall remain in full force and effect.

3. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

4. **Execution.** This Agreement shall be executed by a duly authorized representative of each of the respective government entities participating in this Task Force Program.

ATTEST:

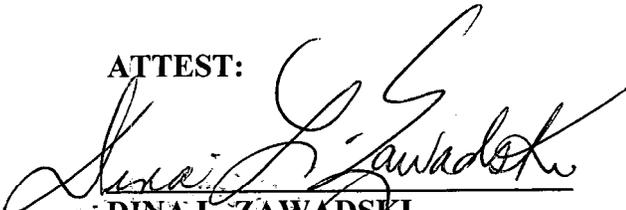
  
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ROBERT N. DILELLA,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

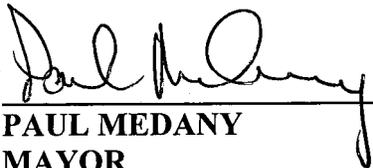
  
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ROBERT M. DAMMING,  
FREEHOLDER DIRECTOR

  
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SEAN F. DALTON,  
Gloucester County Prosecutor

ATTEST:

  
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DINA L. ZAWADSKI  
TOWNSHIP CLERK

TOWNSHIP OF DEPTFORD

  
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PAUL MEDANY  
MAYOR

