
SHARED SERVICES AGREEMENT

by and between the

THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

AND

THE TOWNSHIP OF WEST DEPTFORD

FOR

THE PROVISION OF ECONOMIC DEVELOPMENT SERVICES

Dated: Aug. 16, 2018

**SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY AND THE TOWNSHIP OF WEST DEPTFORD FOR
THE PROVISION OF ECONOMIC DEVELOPMENT SERVICES**

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 16th day of August, 2018, by and between the GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ("Authority") and the TOWNSHIP OF WEST DEPTFORD ("West Deptford"):

RECITALS

1. The Authority is a public body, corporate and politic created pursuant to N.J.S.A. 40:37A-44 et. seq., with main offices located at 109 Budd Blvd., West Deptford, New Jersey 08096;
2. The Township of West Deptford is a body politic and corporate of the State of New Jersey with main offices located at 400 Crown Point Road, West Deptford, NJ 08096.
3. The Authority funds a Department of Economic Development through the County of Gloucester which provides a wide range of services generally designed to support and encourage the economic development throughout the County;
4. The Authority is empowered by statute to assist local government units in economic development projects;
5. West Deptford desires to utilize the services of the County Department of Economic Development and the GCI A to provide such services as needed and as will generally advance the redevelopment goals of West Deptford;
6. It is the intention of the parties to enter into an agreement pursuant to which the Department of Economic Development will provide to West Deptford certain economic development services;
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local governmental units to enter into shared services agreements.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the Authority and West Deptford do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

1. The Authority will, through the County Department of Economic Development, provide to West Deptford technical and marketing assistance related to the achievement of redevelopment goals and objectives. The services to be provided are:

- The Department shall conduct market research, help develop an effective marketing strategy, and assist in the marketing of redevelopment sites and projects;
 - The Department shall assist the Township in the revision and updating of development plans for redevelopment projects;
 - The Department shall provide business counseling, assistance in business and financing plan development and other technical expertise;
 - The Department shall facilitate cooperation with the Workforce Investment Board and County educational institutions to ensure workforce training is responsive to current and future economic development objectives;
 - The Department shall assist the Township in seeking grants and other funding opportunities;
2. N.J.S.A. 40:37A-132 specifically provides that: "All officers, departments, boards, agencies, divisions and commissions of the State and county are hereby authorized and empowered to render any and all of such services to the authority as may be within the area of their respective governmental functions as fixed or established by law, and as may be requested by the authority. The cost and expense of any such services shall be met and provided for by the authority."

B. PARTIES' RESPONSIBILITIES.

1. The Authority through the County Department of Economic Development, shall provide the services described in paragraph A of this Agreement;
2. The Authority will work with the County Department of Economic Development to identify those areas where such services will be appropriate;

C. COST OF SERVICES.

West Deptford agrees to pay the Authority, for services as rendered to West Deptford, the sum not to exceed \$5,000 per year.

West Deptford shall reimburse the Authority for any extraordinary costs. The Authority shall seek prior approval from the Township for any reimbursable expense that exceeds \$500 before incurring such expense.

D. DURATION OF AGREEMENT.

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of three (3) years.

E. TERMINATION.

This Agreement may be terminated by either party, upon sixty (60) days' written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;
2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;
3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the Township or the Authority, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither the Authority nor West Deptford 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 the provision of service by the Authority pursuant to this Agreement.

G. INDEMNIFICATION.

West Deptford shall indemnify and hold the Authority harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by West Deptford.

West Deptford agrees that it shall give authorized County and GCIA representatives prompt written notice of the filing of each such claim and the institution of each such suit or action.

H. COMPLIANCE WITH LAWS AND REGULATIONS.

The Authority and West Deptford agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, all parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement. The Authority and West Deptford shall, simultaneous to the execution of this Agreement, deliver certifications of said insurance to the County, naming the County as an additional insured.

J. 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 any party and thereafter such breach shall be waived by the other party, as appropriate, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

K. 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 County, the Authority, or West Deptford in his or her individual capacity, and neither the officers, agents or employees of the County or the Authority, or West Deptford 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.

L. 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 Authority and West Deptford 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 Authority shall execute, acknowledge and deliver, or cause to be executed, acknowledged 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 of New Jersey.

M. EFFECTIVE DATE. This Agreement shall be effective as of this 16 day of August, 2018, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:


PAUL LENKOWSKI,
SECRETARY/TREASURER

GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY


CHARLES FENTRESS, CHAIRMAN

ATTEST:


LEE ANN DEHART, RMC

WEST DEPTFORD TOWNSHIP


DENICE DICARLO, MAYOR