

**SHARED SERVICES AGREEMENT WITH CAMDEN COUNTY FOR USE OF  
TOWNSHIP'S STORM/SANITARY SEWER CLOSED-CIRCUIT TELEVISIONING  
EQUIPMENT ON AN AS-NEEDED BASIS**

**THIS AGREEMENT** made this 2 day of April, 2012 shall be between the **COUNTY OF CAMDEN** (hereinafter "Camden County"), having its principal place of business located at 520 Market Street, Camden, NJ 08102, and **CHERRY HILL TOWNSHIP** (hereinafter "TOWNSHIP"), located at 820 Mercer Street, Cherry Hill, NJ 08002.

**RECITALS**

**WHEREAS**, CAMDEN COUNTY and the TOWNSHIP have determined that the use of TOWNSHIP's storm/sanitary sewer closed-circuit televising equipment to inspect various storm sewers throughout the County of Camden will be beneficial and cost-effective for all parties involved herein; and

**WHEREAS**, the TOWNSHIP has agreed to assume lead agency responsibilities; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1, et seq. encourages and promotes local units working together in an effort to save taxpayer dollars and promote government efficiencies; and

**WHEREAS**, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective governing bodies attached hereto and made part of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Term. This Agreement shall be for a period of five (5) years commencing on January 1, 2011 and ending on December 31, 2015. In addition, the Agreement shall be cancellable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

2. Scope of Work. TOWNSHIP agrees to provide CAMDEN COUNTY, upon CAMDEN COUNTY's request from time to time, use of the Rausch storm/sanitary sewer closed-circuit televising equipment (CCTV) outfitted in a 2008 Dodge Sprinter Van.

3. Payment. CAMDEN COUNTY will notify TOWNSHIP when it requires the services set forth in Section 2. Scope of Work. Costs of services will be set forth as follows and will require that any use of the CCTV equipment will require the utilization of two (2) technicians from TOWNSHIP to operate said equipment:

- 2008 Dodge Sprinter Van/Rausch CCTV Equipment: \$25 per hour
- Technician to operate Rausch CCTV \$50 per hour  
(cost is per technician and two technicians are required at all times)
- Vehicle Surcharge \$25 per day

The TOWNSHIP shall provide to CAMDEN COUNTY a detailed invoice of the materials and services provided, including a twenty-five dollar (\$25.00) administrative fee for each transaction. The TOWNSHIP agrees to be responsible for payroll and benefits costs to the TOWNSHIP for services provided by TOWNSHIP. CAMDEN COUNTY shall make the necessary arrangements to remit payment to the TOWNSHIP within thirty (30) days following receipt of a duly itemized and verified invoice. The common billable measurement will be hourly, broken down into quarter hours, for both equipment and personnel.

4. Contact Person. TOWNSHIP agrees to appoint a person to act as a liaison to serve as the "Public Works Contact Person" (hereinafter referred to as the "Contact Person") in order to support and facilitate the orderly and efficient distribution of work requests. Unless otherwise appointed by a Resolution of the TOWNSHIP, Steve Musilli will serve as the Public Works Contact Person.

5. Audit. Pursuant to the Single Audit Act of 1984, the TOWNSHIP agrees to permit CAMDEN COUNTY and/or its agents to examine any and all records relevant to this Agreement, and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement. It is agreed that the Township shall provide payroll records supporting the labor and benefits costs to the fullest extent permitted by law.

6. Indemnification. Each party shall be responsible for and agrees to indemnify and hold the other party harmless from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the indemnifying party, its officers, agents or employees. The TOWNSHIP shall include in its contracts with outside vendors providing goods or services to CAMDEN COUNTY pursuant to this Agreement a provision that any such contractor or supplier providing goods or services hereunder shall agree to indemnify, defend and hold harmless CAMDEN COUNTY from and against all third party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property resulting from the willful misconduct or negligent acts or omissions of the contractor or supplier, its officers, agents, employees or subcontractors. The party seeking indemnification agrees to notify the other party as soon as practical of any third-party claim, demand or cause of action for which it will request indemnification. The indemnitee will provide indemnitor with the necessary information and assistance to defend such claim, demand or cause of action.

7. Agreements. This contract, including any attachment to it and documents therein included by reference, sets forth the entire understanding and agreement between TOWNSHIP and CAMDEN COUNTY.

8. Law. This contract is made under and shall be governed by the laws of the State of New Jersey.

9. Agency. Except as provided otherwise herein, neither party shall act as the agent of the other and neither shall have the ability to bind the other without express written permission duly authorized by the appropriate governing body.

10. Notices. All notices hereunder shall be in writing and sent certified mail, return receipt requested, as follows:

As to TOWNSHIP:

Robert N. Wright, Jr., Esquire  
Township of Cherry Hill Law Department  
820 Mercer Street  
Cherry Hill, NJ 08002

and

Director of Public Works  
Township of Cherry Hill  
820 Mercer Street  
Cherry Hill, NJ 08002

As to CAMDEN COUNTY:

Office of County Counsel  
14<sup>th</sup> Floor Courthouse  
520 Market Street  
Camden, NJ 08110

and

Director of Public Works  
Camden County Dept. of Public Works  
2311 Egg Harbor Road  
Lindenwold, NJ 08012

11. Miscellaneous:

a. Shared Services

It is the intent of the parties that this Agreement be a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

b. Amendments

This agreement may not be amended, altered or modified in any manner, except in writing signed by the parties.

c. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.

d. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral Agreements relating to this undertaking set forth herein.

f. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without TOWNSHIP's prior written permission.

g. Affirmative Action

The affirmative action provisions applicable to each public agency are incorporated herein and made part hereof.

h. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

SIGNATURE PAGE ATTACHED HERETO


IN WITNESS WHEREOF, TOWNSHIP has caused this Agreement to be duly executed by its Mayor and has caused its seal to be hereto affixed and attested to by the Township Clerk, and CAMDEN COUNTY has caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

TOWNSHIP OF CHERRY HILL



Nancy L. Saffos, RMC  
Township Clerk

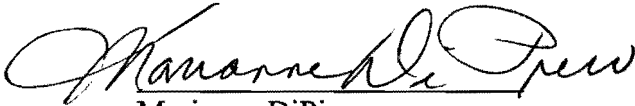
BY: 

Charles Cahn  
Mayor

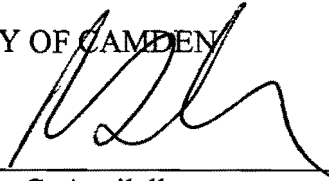
**NANCY L. SAFFOS, RMC  
MUNICIPAL CLERK  
TOWNSHIP OF CHERRY HILL**

ATTEST

COUNTY OF CAMDEN



Marianne DiPiero  
Clerk of the Board

BY: 

Ross G. Angilella  
County Administrator