

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: CHERRY HILL TWP. COUNTY: CAMDEN

RECIPIENT: CHERRY HILL BOARD OF COUNTY: CAMDEN  
EDUCATION

BRIEF DESCRIPTION OF SERVICE:

TOWNSHIP TO PROVIDE BOARD OF EDUCATION  
MATERIALS AND SERVICES

EFFECTIVE DATE: 12/1/15

EXPIRATION DATE: 11/30/17

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICES AGREEMENT TO SHARE MATERIALS AND SERVICES  
BETWEEN THE CHERRY HILL BOARD OF EDUCATION AND THE TOWNSHIP OF  
CHERRY HILL**

THIS AGREEMENT, made this 8 day of Dec, 2015, shall be between **CHERRY HILL BOARD OF EDUCATION** (hereinafter "BOARD OF EDUCATION"), having its principal place of business located at 45 Ranoldo Terrace, Cherry Hill, NJ 08034, and **CHERRY HILL TOWNSHIP** (hereinafter "TOWNSHIP"), located at 820 Mercer Street, Cherry Hill, NJ 08002.

**RECITALS**

**WHEREAS**, the BOARD OF EDUCATION and the TOWNSHIP have determined that the use of TOWNSHIP's materials and services will be cost-effective, efficient and less costly to the residents of the TOWNSHIP; and

**WHEREAS**, the TOWNSHIP has determined that providing materials and services to the BOARD OF EDUCATION will be beneficial to the residents of the TOWNSHIP; and

**WHEREAS**, the TOWNSHIP and the BOARD OF EDUCATION intend, by virtue of this document, to set forth the terms and conditions of this Agreement; and

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

**WHEREAS**, the BOARD OF EDUCATION wishes to use the TOWNSHIP's materials and services; and

**WHEREAS**, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective Councils 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 two (2) years commencing on December 1, 2015 and ending on November 30, 2017. In addition, this Agreement shall be cancellable upon sixty (60) days written notice by any party to this Agreement.
2. **SCOPE OF WORK**. TOWNSHIP agrees to provide the BOARD OF EDUCATION, upon the BOARD or the BOARD's authorized representative, requested in writing, with materials and services indicated but not limited to the items outlined in

Attachment "A." **Each party will be responsible for the supervision of its own employees performing services under this Agreement.**

3. **PAYMENT.** The BOARD OF EDUCATION will notify TOWNSHIP when it requires particular goods or services to be provided. The TOWNSHIP will determine the costs of the particular goods to be provided by utilizing the existing contract values available to the TOWNSHIP. Costs of goods to be provided will be by use of Attachment "B," "Employee Payroll and Benefit Costs" and Attachment "C," "Hourly Equipment Operating Costs," as well as all required materials. **Please note that salaries, pension and benefit costs change at least twice annually.** The most current "Employee Payroll and Benefit Costs" will be utilized. Materials utilized shall be identified in the detailed invoice. No material markup will be considered. Transaction for all materials, equipment utilized and services provided shall be on a dollar-for-dollar basis. The TOWNSHIP shall provide to the BOARD OF EDUCATION a detailed invoice of the materials and services provided. The BOARD agrees to be responsible for payroll and benefits costs to the TOWNSHIP for services provided by the TOWNSHIP. All payroll and benefits costs are shown on Attachment "B." These costs will be provided for the calendar years 2015, 2016 and 2017. Additionally, the BOARD OF EDUCATION agrees to reimburse the TOWNSHIP for reasonable hourly equipment operating costs as identified in Attachment "C." The BOARD OF EDUCATION shall make the necessary arrangements to remit payment to the TOWNSHIP for reasonable hourly equipment operating costs as identified in Attachment "C." The BOARD OF EDUCATION shall make the necessary arrangements to remit payment to the TOWNSHIP within thirty (30) days following receipt of a duly itemized and verified invoice.
4. **AUDIT.** Pursuant to the Single Audit Act of 1984, the TOWNSHIP agrees to permit the BOARD OF EDUCATION and/or its agent to examine any and all records relevant to this Agreement, and shall make the same available upon demand at 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.
5. **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 courses 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 and services to the BOARD OF EDUCATION pursuant to this Agreement a provision that any contractor or supplier providing goods or services hereunder shall agree to indemnify, defend and hold harmless the BOARD OF EDUCATION 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 claims, 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 claims, demand or cause of action.

6. **AGREEMENTS.** This contract, including any attachment to it and documents therein included by reference, sets forth the entire understanding and agreement between TOWNSHIP and the BOARD OF EDUCATION.
7. **LAW.** This contract is made under and shall be governed by the laws of the County of Camden, State of New Jersey.
8. **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.
9. **NOTICES.** All notices hereunder shall be in writing and sent certified mail, return receipt requested, to:

TOWNSHIP:        Robert Wright, Esquire  
                      Township of Cherry Hill Law Department  
                      820 Mercer Street  
                      Cherry Hill, NJ 08002

BOARD OF EDUCATION:  
                      James Devereaux  
                      Assistant Superintendent-Business Administrator  
                      Cherry Hill Board of Education  
                      45 Ranoldo Terrace  
                      Cherry Hill, NJ 08034

With a copy to:

Paul H. Green, Esquire  
Scheneck Price Smith & King, LLP  
220 Park Avenue  
P.O. Box 981  
Florham Park, NJ 07932

10. **MISCELLANEOUS.**

a. Shared Services.

It is the intent of the parties that this Agreement will be a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et. seq. and not an assurance contract. Also attached to this Agreement is the Resolution authorizing the Cherry Hill Cooperative Pricing System identifying the TOWNSHIP as the lead agency (#37-CHCPS) for the provision of goods and services for a period of five (5) years expiring May 11, 2016 and approval of same by the Department of Community Affairs (DCA).

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 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 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 provision of this Agreement by either party of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties have executed this contract on the last date written below.

**CHERRY HILL TOWNSHIP**

BY: Charles Cahn

NAME: Charles Cahn

TITLE: Mayor

DATE: 12/08/2015

**CHERRY HILL BOARD OF EDUCATION**

BY: James Devereaux

NAME: James Devereaux  
*Asst. Supt., Business/Board Secretary*

TITLE: \_\_\_\_\_

DATE: November 13, 2015

ATTEST:

Nancy L. Saffos

NANCYL. SAFFOS, RMC  
MUNICIPAL CLERK  
TOWNSHIP OF CHERRY HILL

WITNESS:

Cecilia Rosado

CECILIA ROSADO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 3, 2016

## **Attachment A**

### **Cherry Hill Township/ School Board Shared Service / Inter-local Service Agreement Cherry Hill Township, Camden County, New Jersey**

Examples of material and services that may be provided by Cherry Hill Township for the Cherry Hill Board of Education include, but are not limited to:

#### Materials

- Supply of de-icing materials
- Supply of playground safety mulch
- Supply of landscape mulch
- Street sweeping of parking facilities
- Storm drainage repairs

#### Services

- Tree services (elevating, removal and stump grinding)
- Inclusion into Road Maintenance Program (mill and overlays, curb and sidewalk replacement, etc.)
- Diesel/unleaded gas fueling
- Truck/vehicle wash
- Sanitary sewer maintenance services
- CCTV- televising of sanitary/storm mains/laterals
- Miscellaneous Engineering Services

Rates as of 11/18/13

**Attachment C**  
**Equipment Operating Costs**  
**Cherry Hill Township/Cherry Hill Board of Education**  
**Shared Services Agreement**  
**to Share Materials and Services**  
**Cherry Hill Township, Camden County, New Jersey**

<u>Equipment</u>	<u>Hourly Rate</u>
1. 14 Yard Dump Truck	\$ 28.00
with Plow/Spreader	\$ 36.75
2. 13 Yard Dump Truck	\$ 26.00
with Plow/Spreader	\$ 34.75
3. 10 Yard Dump Truck	\$ 24.00
with Plow/Spreader	\$ 30.25
4. 8 Yard Dump Truck	\$ 22.00
with Plow/Spreader	\$ 28.25
5. 5 Yard Dump Truck	\$ 20.00
with Plow/Spreader	\$ 25.75
6. 3 Yard Dump Truck	\$ 18.00
with Plow/Spreader	\$ 23.75
7. 2 Yard Dump Truck	\$ 17.00
8. Tow Truck	\$ 21.00
9. Flat Bed Tow Truck	\$ 21.00
10. Utility Van	\$ 15.00
11. Pick Up 4x4	\$ 13.50
with Plow/Spreader	\$ 19.25
12. Jetter 1" hose	\$ 33.00
13. Vactor Jetter	\$ 41.00
14. 20ft Lift Gate Dump	\$ 30.00



15.	Street Sweeper	\$	37.80
16.	TV Utility Unit Truck	\$	25.00
17.	Sea Snake Camera	\$	8.00
18.	6000 lbs. Crane Truck	\$	10.00
19.	45ft Bucket Truck	\$	36.75
20.	Transport Bus 22 person	\$	25.00
21.	Tractor / 65 Yard Trailer	\$	50.00
22.	Tractor / 100 Yard Trailer	\$	52.50
23.	20 Ton Trailer	\$	10.25
24.	35 Ton Trailer	\$	12.50
25.	2 Ton Trailer	\$	5.00
26.	1 Ton Trailer	\$	5.00
27.	Tow Behind Air Compressor	\$	15.00
28.	Tow behind Hot Box Asphalt Trailer	\$	45.00
29.	Truck with Attenuator / Arrow Board	\$325.00 per day	
30.	Farm Tractor with front load bucket with mower attachment	\$	30.00 \$ 35.00
31.	Farm Tractor with rear rake	\$	30.00
32.	Stump Grinder	\$	7.50
33.	Chipper Truck with chipper	\$	52.50
34.	Chipper Truck without chipper	\$	25.00
35.	Wood Chipper	\$	26.00
36.	Backhoe	\$	24.45
37.	Loader	\$	35.00
38.	25 Yard Leaf Vactor	\$	15.00

39.	Screen All Machine	\$	10.00
40.	Leaf Scat	\$	10.00
41.	Asphalt Paver	\$	50.00
42.	Tow Behind Tar Pot	\$	5.00
43.	Large Roller	\$	13.00
44.	Medium Roller	\$	10.00
45.	Gradall Tractor	\$	38.60
46.	Cement Mixer	\$	6.30
47.	Cat Dozer D-3	\$	40.00
48.	Asphalt Plainer	\$	75.00

\* Individual line item pricing was determined by the review and consideration of the 2010 RS Means Site Work and Landscape Data as well as FEMA's Equipment Schedule of Rates. These two resources were utilized to ensure proper costing for the various equipment as noted above.