

**SHARED SERVICES AGREEMENT BY AND BETWEEN  
THE VOORHEES TOWNSHIP BOARD OF EDUCATION AND THE  
TOWNSHIP OF VOORHEES TO ALLOW THE USE OF  
THE BID PRICE FOR GROUNDSKEEPING SERVICES**

**THIS AGREEMENT**, made this 19th day of March, 2014, by and between the **VOORHEES TOWNSHIP BOARD OF EDUCATION**, , with offices located at 329 Route 73, Voorhees, NJ 08043 (hereinafter "BOARD OF ED"), and the **TOWNSHIP OF VOORHEES**, a municipal corporation of the State of New Jersey, with offices located at 2400 Voorhees Town Center, Voorhees, NJ 08043 (hereinafter "TOWNSHIP").

**RECITALS**

**WHEREAS**, BOARD OF ED and TOWNSHIP have determined that the use of BOARD OF ED'S "Groundskeeping Services" contract will be beneficial and cost effective to TOWNSHIP; and

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

**WHEREAS**, BOARD OF ED has agreed to assume legal agency responsibilities; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, NJSA 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, AND IN CONSIDERATION** of the mutual promises set forth herein, the parties hereto agree as follows:

1. **TERM**

This Agreement shall be for a period ending on September 1, 2015. In addition, the Agreement shall be cancellable at the end of the calendar year upon sixty (60) days written notice by any party to this agreement.

2. **SCOPE OF WORK**

BOARD OF ED agrees to extend to TOWNSHIP all rights and privileges provided under the terms of agreement for the contract titled "GROUNDSKEEPING SERVICES."

3. **PAYMENT**

Payment will be made from TOWNSHIP directly to the Groundskeeping contractor for said products purchased. Payments shall be in accordance with BOARD OF ED'S contract for purchases.

4. **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. BOARD OF ED shall include in its contracts with outside vendors providing goods or services to TOWNSHIP 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 TOWNSHIP 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.

5. **COMPLIANCE WITH LOCAL PUBLIC CONTRACTS LAW**

It is understood and agreed by both parties hereto that in the event private contractors perform or provide any services and/or materials in connection herewith, both parties shall abide by the provisions of the Local Public Contracts Law (NJSA 40A:11-1 et seq.).

6. **AGREEMENTS**

This contract, including any attachment to it and documents therein included by reference sets forth the entire understanding and agreement between BOARD OF ED and TOWNSHIP.

7. **LAW**

This contract is made under and shall be governed by the laws of the 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**

AS TO BOARD OF ED: Dr. Frank T. DeBerardinis, Ed.D.  
Assistant Superintendent for Business/Board Secretary  
Voorhees Township Board of Education  
329 Route 73  
Voorhees, NJ 08043

and

Cynthia L. McClain  
Assistant Business Administrator  
Voorhees Township Board of Education  
329 Route 73  
Voorhees, NJ 08043

AS TO TOWNSHIP: Dean Ciminera  
Voorhees Township Chief Financial Officer  
2400 Voorhees Town Center  
Voorhees, NJ 08043

and

Joe Lovallo  
Voorhees Township DPW Director  
100 American Way  
Voorhees, NJ 08043

10. **MISCELLANEOUS**

The following provisions shall apply to this Agreement:

A. **Shared Services**

It is the intent of the parties that this Agreement be a Shared Services Agreement pursuant to NJSA 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 hereto.

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 BOARD OF ED'S prior written permission.

G. **Affirmative Action**

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

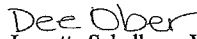
IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.


VOORHEES TOWNSHIP

BY:   
MICHAEL MIGNOGNA, MAYOR

ATTEST:

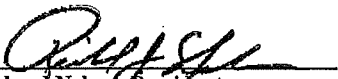
  
TOWNSHIP CLERK

  
I, ~~Jeanette Schelberg~~, Voorhees Township Clerk, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of Voorhees Township at a Voorhees Township meeting on March 10, 2014, and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Voorhees Township Mayor and Township Committee.

  
Dee Ober ~~Jeanette Schelberg, RMC~~  
Township Clerk

VOORHEES TOWNSHIP BOARD OF EDUCATION

BY:

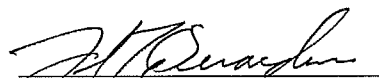
  
Richard Nelson, President

ATTEST:



Frank T. DeBerardinis, Ed.D.  
Assistant Superintendent for Business/Board Secretary

I, Frank T. DeBerardinis, Assistant Superintendent for Business/Board Secretary, Voorhees Township Board of Education, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of Voorhees Township Board of Education at a Voorhees Township Board of Education meeting on March 19, 2014, and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Voorhees Township Board of Education.



Frank T. DeBerardinis, Ed.D.,  
Assistant Superintendent for Business/Board Secretary

**RESOLUTION NO. 82-14**

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT  
WITH THE VOORHEES TOWNSHIP BOARD OF EDUCATION  
TO ALLOW THE USE OF THEIR BID PRICE FOR GROUNDS KEEPING SERVICES**

**WHEREAS**, pursuant to NJSA 40A:65-1 et seq., the Township of Voorhees is authorized to enter into an agreement for shared services; and

**WHEREAS**, the Voorhees Township Board of Education has agreed to extend their bid price for Grounds Keeping Services through a shared services agreement; and

**WHEREAS**, the Township of Voorhees has determined that this agreement would provide for a substantial cost savings to the residents of Voorhees Township; and

**WHEREAS**, the Voorhees Board of Education Grounds keeping Service contract provides for costs which were bid and represent the lowest responsible responsive bid as determined by the Voorhees Board of Education; and

**WHEREAS**, the Voorhees Board of Education agrees to extend the bid price for Grounds Keeping Services to the Township of Voorhees in accordance with the bid results received on July 18, 2012; and

**WHEREAS**, the existing contract for the Voorhees Board of Education Grounds Keeping Services shall remain in effect until September 1, 2015; and

**WHEREAS**, the parties hereto are permitted in accordance with NJSA 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act") to enter into an agreement to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general government administration including shared services and the like.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Voorhees as follows:

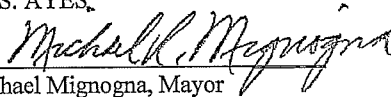
1. The Mayor and/or Deputy Mayor are hereby authorized to execute a Shared Services Agreement for Grounds Keeping Services with the Voorhees Board of Education for the duration of the length of the existing contract in a form approved by the Township Solicitor and attached hereto and made a part hereof;
2. The Shared Services Agreement shall be placed on file in the office of the Clerk of the Township of Voorhees.

DATED: MARCH 10, 2014 MOTION: MR. DiNATALE

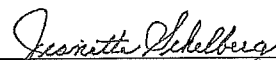
AYES: ALL SECOND: MRS. AYES

NAYS: NONE

APPROVED:

  
Michael Mignogna, Mayor

I, Jeanette Schelberg, Voorhees Township Clerk, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Mayor and Township Committee at their meeting of March 10, 2014 held in the Municipal Building, 2400 Voorhees Town Center, Voorhees, NJ.

  
Jeanette Schelberg, RMC  
Municipal Clerk

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH VOORHEES TOWNSHIP TO ALLOW THE USE OF THE VOORHEES TOWNSHIP BOARD OF EDUCATION BID PRICE FOR GROUNDSKEEPING SERVICES**

**WHEREAS**, pursuant to NJSA 40A:65-1 et seq., the Voorhees Township Board of Education is authorized to enter into an agreement for shared services; and

**WHEREAS**, the Voorhees Township Board of Education has agreed to extend their bid price for Groundskeeping Services through a shared services agreement; and

**WHEREAS**, the Township of Voorhees has determined that this agreement would provide for a substantial cost savings to the residents of Voorhees Township; and

**WHEREAS**, the Voorhees Township Board of Education Groundskeeping Services contract provides for costs which were bid and represent the lowest responsible responsive bid as determined by the Voorhees Township Board of Education; and

**WHEREAS**, the Voorhees Township Board of Education agrees to extend the bid price for Groundskeeping Services to the Township of Voorhees in accordance with the bid results received on July 18, 2012; and

**WHEREAS**, the existing contract for the Voorhees Township Board of Education Groundskeeping Services shall remain in effect until August 31, 2015; and

**WHEREAS**, the parties hereto are permitted in accordance with NJSA 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act") to enter into an agreement to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general government administration including shared services and the like.

**NOW, THEREFORE, BE IT RESOLVED** by the Voorhees Township Board of Education as follows:

1. The Assistant Superintendent for Business/Board Secretary and/or Assistant Business Administrator are hereby authorized to execute a Shared Services Agreement for Groundskeeping Services with the Township of Voorhees for the duration of the length of the existing contract in a form attached hereto and made a part hereof;
2. The Shared Services Agreement shall be placed on file in the office of the Assistant Superintendent for Business/Board Secretary of the Voorhees Township Board of Education.

MOTION: Mr. Dortch

YEAS: 6

SECOND: Mr. Schmus

NAYS: 0

ABSTAIN: 0

I, Frank T. DeBerardinis, Assistant Superintendent for Business/Board Secretary of the Voorhees Township Board of Education, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Voorhees Township Board of Education at their meeting of March 19, 2014, held in the Administration Building, 329 Route 73, Voorhees, NJ.



Frank T. DeBerardinis, Ed.D  
Assistant Superintendent  
For Business/Board Secretary