

**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 30th day of January, 201~~2~~³rd 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, New Jersey 08034 and **CHERRY HILL TOWNSHIP** (Herein, "TOWNSHIP"), located at 820 Mercer Street, Cherry Hill, New Jersey 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 of Cherry Hill; 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;

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 injured 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 case 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 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, for the TOWNSHIP to :

Robert Wright, Esquire
Township of Cherry Hill Law Department
820 Mercer Street
Cherry Hill, New Jersey 08002

f. Assignability.

This Agreement and all rights, duties and obligation contained herein may not be assigned without Cherry Hill'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: Chuck Cohn

NAME: Chuck Cohn

TITLE: Mayor

DATE: 1/30/13

CHERRY HILL BOARD OF EDUCATION

BY: Kathryn Bay Judge

NAME: Kathryn Bay Judge

TITLE: Board President

DATE: 1/30/13

ATTEST: Nancy L. Saffos

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

James Devereaux

James Devereaux
Asst Supt. Business/Board Sec

Attachment B
Employee Payroll & Benefit Costs
Cherry Hill Township/Cherry Hill Board of Education
Shared Services Agreement
to Share Materials and Services
Cherry Hill Township, Camden County, New Jersey

2012 Rates

Employee Name	Total Hourly Rate	OT Rate
ANDERSON, STEPHEN	36.15	36.93
ANENBERG, EDWARD	30.33	39.97
AYUSA, MICHAEL	39.41	41.26
BEATTIE, JOHN	39.35	41.26
BOZORTH, DAVID	37.40	36.93
BRESTLE, SCOTT	18.62	27.93
BRINING, JAMES	33.10	36.93
CARTER, ALBERT	37.51	36.93
CLAYTON, MICHAEL	28.37	36.93
CYBULSKI, GARY	37.33	36.93
DELESKI, MATTHEW	18.62	27.93
EASI, MICHAEL	40.20	42.36
FERREN, CHESTER	36.19	36.93
FLADE, JASON	31.05	36.93
FOX, WILLIAM	39.68	41.69
GITHENS, PATRICK	36.91	36.24
GRAHAM, ROBERT	28.24	42.36
GREEN, CHARLES	36.78	42.36
HEBLER, MARK	22.42	27.93
HINCHLIFFE, MICHAEL	40.37	42.36
HUTCHINSON, MARK	37.51	36.93
ITZI, DOMINICK	30.90	36.93
JESSEN, ROBERT	36.15	36.93
JIMENEZ, JUAN	40.12	42.36
KATZ, CRAIG	29.33	34.77
KISH, FRANK	37.35	36.93
MACRINA, GREGORY	29.52	34.77
MARKERT, JOHN	36.20	36.93
MAYHUE, DARRYL	33.55	36.93
MAYHUE, GEORGE JR	35.87	41.26
MCELREA, ANDREW	39.31	39.39
MCGARVEY, KYLE	18.62	27.93
MCNAMARA, EDWARD	37.49	36.93

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

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.