

**AGREEMENT TO SHARE INFORMATION TECHNOLOGY
HARDWARE/SOFTWARE AND SUPPORT BETWEEN THE CHERRY HILL FIRE
DISTRICT AND THE TOWNSHIP OF CHERRY HILL**

THIS AGREEMENT made this 2ND day of AUGUST, 2012 shall be between **CHERRY HILL FIRE DISTRICT #13** (hereafter, "FIRE DISTRICT"), having its principal place of business located at 1100 Marlkness Road, Cherry Hill, NJ 08003 and **CHERRY HILL TOWNSHIP** (herein, "TOWNSHIP"), located at 820 Mercer Street, Cherry Hill, NJ 08002.

RECITALS:

WHEREAS, the FIRE DISTRICT and the TOWNSHIP have determined that the use of TOWNSHIP's Information Technology hardware/software and support 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 Information Technology hardware/software and support to the FIRE DISTRICT will be beneficial to the residents of the TOWNSHIP; and

WHEREAS, the TOWNSHIP and the FIRE DISTRICT 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 FIRE DISTRICT wishes to use the TOWNSHIP's Information Technology hardware/software and support; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Agreement pursuant to Resolutions of their respective Councils, attached hereto and made part of this Agreement; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. (Uniform Shared Services and Consolidation Act") permits two local units to enter into a contract for any services which any party to the agreement is empowered to render within its jurisdiction; and

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 AUGUST 2, 2012 and 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 the FIRE DISTRICT with Information Technology hardware/software and support.

A- Prior to the acquisition of Capital purchases Township agrees to consult with the FIRE DISTRICT; however, the ultimate decision to acquire said Capital purchase is at the sole discretion of the TOWNSHIP.

B- The parties shall meet telephonically on a monthly basis in order to provide consultation regarding technical Information Technology needs of the FIRE DISTRICT. There shall be no charge to the FIRE DISTRICT for the first one-half hour of each said monthly consultation and any service beyond the first one-half hour shall be billed at the hourly rate provided in Exhibit A.

3. **Payment.** TOWNSHIP will bill the FIRE DISTRICT per invoice. All costs for hardware/software shall be billed at the actual cost incurred by the Fire District. All other services provided by Cherry Hill Township staff shall be billed at the rate set forth in Exhibit A.

The TOWNSHIP shall provide to the FIRE DISTRICT a detailed invoice of the products and services provided including a \$75.00 administrative fee. The FIRE DISTRICT shall make the necessary arrangements to remit payment to the TOWNSHIP within thirty (30) days following receipt of said invoice.

4. **Audit.** Pursuant to the Single Audit Act of 1984, the TOWNSHIP agrees to permit the FIRE DISTRICT 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.

5. **Indemnification.** FIRE DISTRICT shall be responsible for and agrees to indemnify TOWNSHIP and hold TOWNSHIP 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 FIRE DISTRICT, FIRE DISTRICT's officers, agents, employees, or subcontractors. TOWNSHIP agrees to notify FIRE DISTRICT as soon as practical of any third party claim, demand or cause of action for which TOWNSHIP will request indemnification from FIRE DISTRICT. TOWNSHIP will provide FIRE DISTRICT with the necessary information and assistance to defend such claim, demand or cause of action.

TOWNSHIP shall be responsible for and agrees to indemnify FIRE DISTRICT and hold FIRE DISTRICT 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 TOWNSHIP, TOWNSHIP's officers, agents, employees, or subcontractors. FIRE DISTRICT agrees to notify TOWNSHIP as soon as practical of any third party claim, demand or cause of action for which FIRE DISTRICT will request indemnification from TOWNSHIP. FIRE DISTRICT will provide TOWNSHIP with the necessary information and assistance to defend such claim, demand or cause of action.

6. **Insurance.** During the term of this Agreement, the FIRE DISTRICT will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business with New Jersey with minimum limits of \$1,000,000 on account of bodily injuries or death of one person, and \$1,000,000 on account of bodily injuries or death of more than one person as the result of any one accident or disaster, and (ii) property damage insurance for loss or damage of \$1,000,000. The FIRE DISTRICT shall provide the Township with a certificate of Insurance naming the Township as additional insured, and stating that said policy cannot be canceled except on thirty (30) days' notice to the Township.

7. **Dispute Resolution.** In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with the American Arbitration Association rules. Each party involved in arbitration shall be responsible for equally sharing the cost of the arbitration. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, County of Camden. The parties agree that the decision rendered by the impartial arbitrator shall be binding.

8. **Agreements.** This contract, including any attachment to it and documents therein included by reference, sets forth the entire understanding and agreement between TOWNSHIP and FIRE DISTRICT.

9. **Law.** This contract is made under and shall be governed by the laws of the State of New Jersey, County of Camden.

10. **Affirmative Action.** During the performance of this contract, FIRE DISTRICT agrees as follows:

- a. FIRE DISTRICT, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. FIRE DISTRICT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this non-discrimination clause.
- b. FIRE DISTRICT, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of FIRE DISTRICT state that all qualified applicants will receive consideration for

employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

- c. FIRE DISTRICT, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- d. FIRE DISTRICT agrees to attempt in good faith to employ minority and female workers consistent with the applicable TOWNSHIP employment goals prescribed by section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable TOWNSHIP employment goals determined by the Affirmative Action Office pursuant to section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
- e. FIRE DISTRICT agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. FIRE DISTRICT agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
- g. FIRE DISTRICT agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

FIRE DISTRICT shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

11. 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, NJ 08002

As to FIRE DISTRICT:

Cherry Hill Fire District #13
1100 Markkress Road
Cherry Hill, NJ 08003

12. Miscellaneous:

a. Amendments

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

b. 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.

c. 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.

d. 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.

e. Assignability

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

f. Affirmative Action

The affirmative action provisions set for in the document attached hereto are incorporated herein and made part hereof.

g. 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 have executed this contract on the last date written below.

CHERRY HILL TOWNSHIP

By Charles Cahn

Name Charles Cahn

Title Mayor

Date 7/23/12

CHERRY HILL FIRE DISTRICT #13

By Joyce Alexander Walker

Name Joyce Alexander Walker

Title Fire Commissioner

Date August 2, 2012

ATTEST:

Nancy L. Saffos

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

Attachment A
Employee Payroll & Benefit Costs
Cherry Hill Township/Cherry Hill Fire District
Shared Services Agreement
to Share Information Technology Hardware/Software and Support
Cherry Hill Township, Camden County, New Jersey

2012 Rates

Name	2012 Straight Time Hourly Rate w/SS, HI, Pension Benefits	2012 OT Rate w/ SS Benefits
ROBIN GOINS	\$60.87	\$74.93
JOE MASTROIANNI	\$44.29	\$54.83
MELISSA MERCADO	\$51.00	\$54.97

* Hourly Rates are subject to change when Salary, Pension, or Health Insurance Costs increase during the calendar year. Cherry Hill Township will provide Cherry Hill Fire Department with modify rates as they are updated. Medical Rates effective July 1, 2012.

**BOARD OF FIRE COMMISSIONERS
DISTRICT 13
TOWNSHIP OF CHERRY HILL**

RESOLUTION #12-08-02-03

Meeting Date: August 2, 2012
First Reading: August 2, 2012

Adopted:

**RESOLUTION TO AUTHORIZE AN INTER-LOCAL SERVICES AGREEMENT WITH
THE TOWNSHIP OF CHERRY HILL TO PROVIDE INFORMATION TECHNOLOGY
HARDWARE/SOFTWARE AND SUPPORT**

WHEREAS, the Cherry Hill Fire District #13 is in need of Information Technology hardware/software support; and

WHEREAS, the Township of Cherry Hill has established such a program and has the resources to provide the needed hardware/software and support to the Cherry Hill Fire District #13; and

WHEREAS, in accordance with N.J.S.A. 40A:65-4 et seq. which permits the Cherry Hill Fire District #13 to enter into a contract with the Township of Cherry Hill for any service which any party to the agreement is empowered to render within its own jurisdiction, the Cherry Hill Fire Department District #13 entered into a shared services agreement with Cherry Hill Township; and

WHEREAS, the Cherry Hill Fire District #13 agrees to compensate the Township for the hardware/software and support provided under pre-determined rates which will be outlined in the Agreement; and

WHEREAS, the Cherry Hill Fire District #13 and the Township of Cherry Hill agree that their mutual public purpose and their best interest will be promoted by the execution and delivery of the Shared Services Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners of Fire District #13 in the Township, County of Camden, that the Cherry Hill Fire District #13 be and is hereby authorized to enter into a five-year Shared Services Agreement with the Township of Cherry Hill to provide Information Technology hardware/software and support.

*The following Resolution #12-08-02-03 was introduced by Commissioner
was seconded by Commissioner*

Campagna
Kelly
Margulies
Vaughan
Walker

. Motion carried.

Campagna
Kelly
Margulies
Vaughan
Walker

and it

Resolution #12-08-02-03				
	AYE	NAY	ABSTAIN	ABSENT
CAMPAGNA	X			
KELLY	X			
MARGULIES	X			
VAUGHAN	X			
WALKER	X			

Certification

I, Robert A. Campagna, Clerk of the Board of Fire Commissioner, Fire District #13, Township of Cherry Hill, County of Camden, State of New Jersey, hereby certify that the foregoing Resolution #12-08-02-03 was duly adopted by the Commissioners at the meeting held on August 2, 2012.

RESPECTFULLY SUBMITTED,



**ROBERT A. CAMPAGNA
CLERK, B.O.F.C DIST #13**

RAC/emr

