

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Cherry Hill Fire District #13 COUNTY: Camden

RECIPIENT: Waterford Township COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

Shared Service Agreement between Waterford Township Fire Dept. and Cherry Hill Fire District providing for the repair of Waterford Township's fire apparatus.

EFFECTIVE DATE: Apr 2, 2016

EXPIRATION DATE: Apr 30, 2017

Please submit this cover sheet with shared service agreement either via email to 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.

TOWNSHIP OF WATERFORD
COUNTY OF CAMDEN
STATE OF NEW JERSEY

RESOLUTION #2016-129

RESOLUTION AUTHORIZING THE RENEWAL OF THE SHARED SERVICES AGREEMENT
BETWEEN CHERRY HILL FIRE DISTRICT #13 AND THE TOWNSHIP OF WATERFORD
FIRE DEPARTMENT FOR REPAIR OF FIRE APPARATUS

WHEREAS, the Board of Fire Commissioners, Fire District #13, Township of Cherry Hill, County of Camden, State of New Jersey and the Township of Waterford Fire Department, County of Camden, State of New Jersey have previously negotiated and approved a Shared Services Agreement that provides for the repair of the Township's fire apparatus and achieves economies and efficiencies; and

WHEREAS, the Board of Fire Commissioners for Fire District #13 is prepared to accept the responsibility for the repair of the Township of Waterford Fire Department's fire apparatus as agreed upon pursuant to the terms and conditions hereafter set forth in the agreement; and

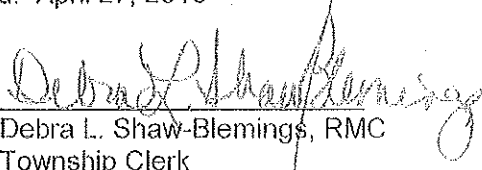
WHEREAS, the Board of Fire Commissioners for Fire District #13, and the Township of Waterford Fire Department desire to renew said agreement pursuant to the same terms and conditions as previously negotiated effective from April 2, 2016 to April 30, 2017; and

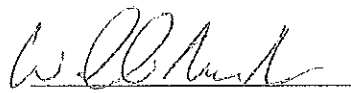
WHEREAS, the State of New Jersey has defined the procedures for the execution of any agreement, and the Agreement between Cherry Hill Fire District #13 and the Township of Waterford Fire Department shall be governed by the Shared Services Act, *N.J.S.A 40A:651 et seq.* and the Local Public Contracts Law, *N.J.S.A 40A11-1 et seq.*; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of Waterford Township, County of Camden, State of New Jersey, hereby approves and authorizes the execution of a Shared Services Agreement between the Cherry Hill Fire District #13 and the Township of Waterford Fire Department, County of Camden, State of New Jersey, a copy of which is on file and made a part hereof.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon adoption.

Adopted: April 27, 2016

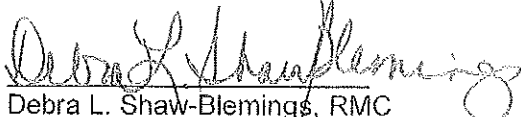

Debra L. Shaw-Blemings, RMC
Township Clerk


William A. Richardson, Jr.
Mayor

	YEATMAN	GIANGIULIO	FERGUSON	CAMPBELL	RICHARDSON
YES	✓	✓	✓		✓
ABSTAIN					
NO					
ABSENT				✓	

CERTIFICATION

I, Debra L. Shaw-Blemings, Township Clerk of the Township of Waterford, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Township Committee at its Regular Meeting held on April 27, 2016 at the at the Waterford Township Municipal Building, 2131 Auburn Avenue, Atco, New Jersey.


 Debra L. Shaw-Blemings, RMC
 Township Clerk

SHARED SERVICES AGREEMENT BETWEEN
CHERRY HILL FIRE DISTRICT #13
AND TOWNSHIP OF WATERFORD FIRE DEPARTMENT

This Agreement made this 2ND day of APRIL, 2015 by and between Cherry Hill Fire District #13, 1100 Markkress Road, Cherry Hill, NJ 08003 and Township of Waterford Fire Department, 2206 Atco Ave, Atco, NJ 08004

WHEREAS, this Shared Services Agreement between Cherry Hill Fire District #13 and Township of Waterford Fire Department provides for the repair of the Fire District's fire apparatus and achieves economies and efficiencies; and

WHEREAS, Cherry Hill Fire District #13 is prepared to accept the responsibility for the repair of Township of Waterford Fire Department fire apparatus as agreed upon pursuant to the terms and conditions hereafter set forth; and

WHEREAS, the State of New Jersey has defined the procedures for the execution of any agreement, and the Agreement between Cherry Hill Fire District #13 and Township of Waterford Fire Department shall be governed by the Shared Services Act, N.J.S.A. 40A:65-1 *et seq* and the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq*.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Services Provided by Cherry Hill Fire District #13:** During the term of this Agreement, Cherry Hill Fire District #13 will provide to Township of Waterford Fire Department services relative to repair of their fire apparatus pursuant to the terms and conditions of this Agreement. Cherry Hill Fire District #13 will provide general preventative fleet maintenance as per the attached schedule, titled "Cherry Hill Fire Department Preventative Maintenance Fee Schedule, Version 1", which sets forth the nature of the repair work and associated costs that can be provided by Cherry Hill Fire District #13.
2. **Scheduling and Execution of Service:** All services will be scheduled by Cherry Hill Fire District #13 in coordination with Waterford Township Fire Department.. Waterford Township Fire Department recognizes that Cherry Hill Fire District #13 has finite personnel and resources to provide the agreed upon services and Cherry Hill Fire District #13 is entitled to make its own judgments about the amount of personnel, equipment, and other resources it determines to have

available and utilize in the future and Cherry Hill Fire District #13 retains the right to decline work requested by Waterford Township Fire Department. Cherry Hill Fire District shall have full discretion to determine the level of services provided to Waterford Township Fire Department, including, but not limited to, such matters as personnel, parts and other resources used, and the priority, frequency, and level of service. Due to storage limitations Cherry Hill Fire District #13 will limit the amount of Waterford Township Fire Department fire apparatus at the motor maintenance shop to two. The District makes no representation that it will provide a given service within a given time frame, but will in all cases (and consistent with the foregoing) make its best effort to provide all services in a timely manner.

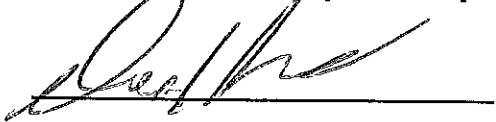
3. **Transportation Responsibilities:** All repairs are to be performed at Cherry Hill Fire District's motor maintenance facility located at 1501 Burnt Mill Road, Cherry Hill and Township of Waterford Fire Department agrees to be solely responsible for the transportation or delivery of the fire apparatus to the designated facility at which the repairs will be performed. Cherry Hill Fire District #13 will not in any way schedule, call or maintain any records for towing, transportation or delivery of the fire apparatus. In addition, it is the responsibility of Township of Waterford Fire Department to pick up the fire apparatus after repair.
4. **Liaison & Reporting:** Waterford Township Fire Department agrees to appoint an official liaison and designated alternate to maintain contact with Cherry Hill Fire District #13, and to provide input concerning fire apparatus repair needs of West Berlin Fire District as determined by Waterford Township Fire Department. Cherry Hill Fire District #13 will prepare and submit to Waterford Township Fire Department monthly reports and monthly billing of the services provided.
5. **Term-Renewal:** This agreement shall be effective APRIL 2, 2015 through APRIL 2, 2016 unless terminated by either party for any reason, in writing, upon 30 days' notice by either party.
6. **Price-Manner of Payment:** Cherry Hill Fire District shall charge Waterford Township Fire Department a Service Rate of \$110.00 per hour (which includes labor and administrative fees) for services not included in the attached Preventative Maintenance Fee Schedule. The District will charge Waterford Township Fire Department the cost of parts and supplies used at the actual Cherry Hill Fire District purchase price. Cherry Hill Fire District #13 will obtain all necessary parts and supplies from its vendors. Payment for services provided for Waterford Township Fire Department shall be made monthly to Cherry Hill Fire District #13 within 30 days from date of monthly invoices submitted by Cherry Hill Fire District. Cherry Hill Fire District #13 will seek preapproval for all repairs over an estimated cost of Five Hundred dollars (\$500.00).
7. **Insurance-Indemnification:** Cherry Hill Fire District #13 shall maintain in full force and effect during the term of this Agreement, appropriate insurance relative

to the services provided hereunder. Waterford Township Fire Department agrees to add Cherry Hill Fire District #13 as an added insured on its general liability policy for the term of the Agreement. Waterford Township Fire Department policy shall name Cherry Hill Fire District #13, its officers, employees and agents as additional insured. Proof of same shall be provided to Cherry Hill Fire District.

8. **Status of District:** Cherry Hill Fire District #13 is performing its services under this Agreement as a public entity pursuant to the Shared Services Act, and not as a private independent contractor. Cherry Hill Fire District #13, and its employees, with respect to its services and other activities pursuant to this Agreement retain all privileges and immunities accorded to a public entity under the law, including all those afforded a public entity under the New Jersey Tort Claims Act, *N.J.S.A. 59:1-1 et seq.*
9. **Waterford Township Fire Department Interests:** Waterford Township Fire Department reserves the option to contract with other providers for the service provided by Cherry Hill Fire District #13 should Waterford Township fire Department deem it is in the best interests of the Fire District.
10. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and shall not be modified, except in writing, and signed by both parties.

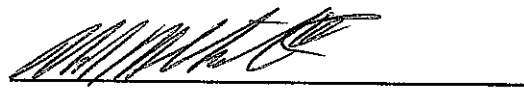
IN WITNESS WHEREOF, the undersigned, being duly authorized to do so in accordance with the Statutes, hereunto set their hands and cause their corporate seals to be affixed this 2ND day of APRIL, 2015.

Waterford Township Fire Department



Chief David Cilona

Cherry Hill Fire District #13



Chairman Hugh H. Gibson IV