

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Cherry Hill Township COUNTY: Camden

RECIPIENT: Cherry Hill Board of Education COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

Parties intend to contribute to the cost and efforts for the enhancements of the tennis courts located at Cherry Hill West High School.

EFFECTIVE DATE: May 29, 2015

EXPIRATION DATE: May 29, 2016

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.

**SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE TOWNSHIP OF CHERRY HILL
AND
CHERRY HILL BOARD OF EDUCATION**

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq., entered into between CHERRY HILL TOWNSHIP, a body politic and corporate of the State of New Jersey, with offices located at 820 Mercer Street, Cherry Hill, New Jersey 08002, (**Township**), and the CHERRY HILL BOARD OF EDUCATION, a body of politic and corporate of the State of New Jersey, with offices located at 45 Ranoldo Terrace, Cherry Hill, New Jersey 08034 (**BOE**). The date of execution of this Agreement is the *29* day of *MAY*, 2015.

WITNESSETH:

WHEREAS, the need exists for the development and/or enhancement of a local recreation facility on property owned by the **Township**; and

WHEREAS, the **Township** and **BOE** desire to make certain enhancements to the tennis courts located at the intersection of Martin and Murray Avenue (**subject facility**); and

WHEREAS, the above facilities are utilized by both the **Township** and **BOE** students; and

WHEREAS, the parties intend to contribute to the cost and efforts to make said enhancements to the **subject facility**; and

WHEREAS, the **BOE** desires to further enhance the **subject facility** with the addition of one (1) new tennis court in an estimated amount of \$117,683.00; and

WHEREAS, certain enhancements to the **subject facility** by the **Township**, in accordance with the approved work plan (**work plan**), will allow the citizens of the **Township** to benefit from increased recreational opportunities within the **Township**; and

WHEREAS, the installation of the fifth (5th) tennis court, in accordance with the approved **work plan**, allows the high school tennis teams of the **BOE** to host State Tournaments.

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. TERM

This Agreement shall be for a one (1) year period commencing upon the date of the execution of this Agreement.

2. TOWNSHIP'S RESPONSIBILITIES

The **Township** has prepared a scope of work, consistent with the **work plan** and request for proposals for any and all goods and services necessary to implement work at the **subject facility** as said goods and services related to the approved **work plan**. The **Township** shall select and enter into a contract with the lowest responsible and responsive bidder to implement the **work plan**.

The **Township** may use any funds provided by the **BOE** only for the purposes stated within the **work plan**. The **Township** must provide the **BOE** with copies of all contracts and other documents identified above which relate to said **work plan**. Upon final payment to the private contractor selected pursuant to paragraph 4 below, the **Township** shall provide the **BOE** with a line item detail of the cost of the installation of the fifth (5th) tennis court. Should the cost of the installation of the fifth (5th) court be less than the \$125,000 set forth in paragraph 3 below, the **Township** shall refund any difference at the next regularly scheduled Council meeting, and remit payment thereafter.

3. BOARD OF EDUCATION RESPONSIBILITIES

Upon receipt of a contract(s) for work contained in the **work plan**, the **BOE** shall pay to the **Township** the sum of \$125,000.00. If the costs related to the development of the additional tennis court exceed the estimates currently available, the **BOE** shall be responsible for the proportionate line item increase above the current estimates, however, in no case shall the contribution of the **BOE** exceed \$125,000.00.

Prior to entering into this Agreement, the **BOE** has reviewed, and approved the scope of work and **work plan** for the improvements to the **subject facility**.

4. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-9, if any party performing a service on behalf of another party or parties to this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the Agreement for the work to be performed by a private contractor under such Agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40a: 11-1 et seq.). **Township** shall abide by Local Public Contracts Laws.

5. RIGHT TO INSPECT

The **Township** shall permit the **BOE** or its authorized representative to make visits to the site during implementation of the **work plan**. **BOE** shall not interfere with the ongoing implementation of the **work plan**. Any communication will be facilitated in writing through the **Township** to all appropriate parties.

6. INDEMNIFICATION

The **TOWNSHIP** agrees to indemnify the **BOARD OF EDUCATION** and hold the **BOARD OF EDUCATION** 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 TOWNSHIP and the TOWNSHIP's officers, agents, employees or subcontractors. The BOARD agrees to notify the TOWNSHIP as soon as practical of any third-party claim, demand or cause of action for which the BOARD OF EDUCATION will request indemnification from the TOWNSHIP. The BOARD OF EDUCATION will provide the TOWNSHIP with the necessary information and assistance to defend such claim, demand or cause of action.

The BOARD OF EDUCATION equally agrees to indemnify the TOWNSHIP and hold the 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 the BOARD OF EDUCATION and the BOARD OF EDUCATION's officers, agents, employees or subcontractors. The TOWNSHIP agrees to notify the BOARD OF EDUCATION as soon as practical of any third-party claim, demand or cause of action for which the TOWNSHIP will request indemnification from the BOARD OF EDUCATION. The TOWNSHIP will provide the BOARD OF EDUCATION with the necessary information and assistance to defend such claim, demand or cause of action.

7. INSURANCE

Both parties shall maintain full and complete liability insurance throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured. Said coverage limits shall not be less than the maximum amounts of liability coverage now maintained by each party.

8. NOTICES

All notices hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested, to the **Township** by directing the same to the Business Administrator,

Township of Cherry Hill, 820 Mercer Street, Cherry Hill, New Jersey 08002, and to the **BOE** by directing the same to the Business Administrator, Cherry Hill Board of Education, 45 Ranaldo Terrace, Cherry Hill, New Jersey 08034.

9. **MISCELLANEOUS**

The following provisions shall apply to this Agreement:

a. **Construction of this Agreement**

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall, therefore, be interpreted under the laws of that State.

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/or any other headings contained in this Agreement are for references 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 the **Township's** prior written permission.

g. **Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. Funding

In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. Waiver

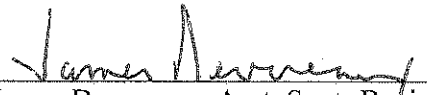
It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

j. Dispute Resolution

Any dispute between the parties concerning this Agreement which is not resolved by informal dispute resolution will be resolved by the Superior Court of New Jersey, Camden County.

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

ATTEST:

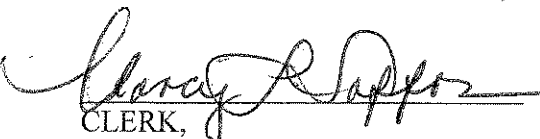

James Devereaux, Asst. Supt.-Business/
Board Secretary

CHERRY HILL
BOARD OF EDUCATION


Name: Carol Matlack

Title: President

ATTEST:


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

TOWNSHIP OF CHERRY HILL


Name:

Mayor
Title: