

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: CHERRY HILL TWP. COUNTY: CAMDEN

RECIPIENT: CHERRY HILL BOARD OF COUNTY: CAMDEN  
EDUCATION

BRIEF DESCRIPTION OF SERVICE:

TOWNSHIP TO PROVIDE POLICE OFFICERS  
FOR OUTSIDE EMPLOYMENT, INCLUDING  
SECURITY, TRAFFIC CONTROL OR OTHER  
POLICE - RELATED DUTIES

EFFECTIVE DATE: 12/1/15

EXPIRATION DATE: 11/30/17

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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 FOR POLICE OUTSIDE EMPLOYMENT  
BETWEEN THE CHERRY HILL BOARD OF EDUCATION AND THE TOWNSHIP OF  
CHERRY HILL**

THIS AGREEMENT, made this 8 day of DEC, 2015, 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** (hereinafter "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 the TOWNSHIP's police officers for outside employment, including security, traffic control or other police-related duties, will be cost-effective, efficient and less costly to the residents of the TOWNSHIP; and

**WHEREAS**, the TOWNSHIP has determined that providing police officers for outside employment, including security, traffic control or other police-related duties 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 police officers for outside employment, including security, traffic control or other police-related duties; and

**WHEREAS**, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions adopted by their respective Councils attached hereto and made part of this Agreement.

**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 two (2) years commencing on **December 1, 2015** and ending on **November 30, 2017**. In addition, this Agreement shall be cancellable upon sixty (60) days written notice by any party to this Agreement.

2. **SCOPE OF WORK.** TOWNSHIP agrees to provide the BOARD OF EDUCATION, upon the Board's request from time to time, with police officers for outside employment. **Each party will be responsible for supervision of its own employees performing the services under this Agreement.**
3. **PAYMENT.** TOWNSHIP will invoice the BOARD OF EDUCATION on a monthly basis for use of police officers for outside employment. All costs for services shall be billed at the actual overtime cost incurred by the TOWNSHIP per contractual agreements. The BOARD OF EDUCATION will also be responsible for payment of all payroll taxes associated with police officers' overtime for outside employment such as security, traffic control or other police-related duties.

The TOWNSHIP shall provide to the BOARD OF EDUCATION a detailed invoice of the services provided, including a \$5.00 per hour administrative fee for every hour paid. The BOARD OF EDUCATION 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 BOARD OF EDUCATION and/or its agent 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. It is agreed that the TOWNSHIP shall provide payroll records supporting the labor and benefits costs to the fullest extent permitted by law.
5. **INDEMNIFICATION.** The Township and the BOE hold each other harmless against claims (including, but not limited to, reasonable attorney fees) that either may be subject to as a consequence directly or indirectly of any breach or non-performance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with such performance or non-performance.

The Township agrees to indemnify the Board of Education, its individual board members, officers, employees and agents (each a "BOE Party" and together the "BOE Parties") and hold the BOE Parties harmless from and against all third-party losses, claims, demands and causes of action for damages (including reasonable legal fees, "Losses") 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/or one or more of the Township's individual council members, officers, agents,

employees or subcontractors (each a "Township Party" and together the Township Parties"). The BOE Parties agree to notify the Township as soon as reasonably practical of any Losses for which a BOE Party will request indemnification from the Township. The BOE Parties will provide the Township with any reasonably necessary information and assistance to defend such Losses.

The BOE agrees to indemnify the Township Parties and hold the Township Parties harmless from and against all Losses for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the BOE and/or a BOE Party or Parties. The Township Parties agree to notify the BOE as soon as reasonably practical of any Losses for which a Township Party will request indemnification from the BOE. The Township Parties will provide the BOE with any reasonably necessary information and assistance to defend such Losses.

6. **INSURANCE.** During the term of this Agreement, the BOARD OF EDUCATION will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business in 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 BOARD OF EDUCATION 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. **AGREEMENTS.** This contract, including any attachment to it and documents therein included by reference, sets forth the entire understanding and agreement between the TOWNSHIP and BOARD OF EDUCATION.
8. **LAW.** This contract is made under and shall be governed by the laws of the County of Camden, State of New Jersey.
9. **AGENCY.** Except as provided 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.
10. **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

As to BOARD OF EDUCATION:

James Devereaux  
Assistant Superintendent-Business Administrator  
Cherry Hill Board of Education  
45 Ranoldo Terrace  
Cherry Hill, New Jersey 08034

With a copy to:

Paul H. Green, Esquire  
Schenck Price Smith & King, LLP  
220 Park Avenue  
P.O. Box 991  
Florham Park, New Jersey 07932

#### 11. 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 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 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 obligation contained herein may not be assigned without TOWNSHIP's prior written permission.

f. Affirmative Action.

The affirmative action provisions applicable to each public agency 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 party 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: 12/08/2015

**CHERRY HILL BOARD OF EDUCATION**

BY: James Devereaux

NAME: James Devereaux  
*Asst. Supt., Business/Board Secretary*

TITLE: \_\_\_\_\_

DATE: November 13, 2015

ATTEST:

Nancy L. Saffos

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

WITNESS:

Cecilia Rosado

CECILIA ROSADO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 3, 2016