

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: CHERRY HILL TWP. COUNTY: CAMDEN

RECIPIENT: CHERRY HILL FIRE DISTRICT COUNTY: CAMDEN

BRIEF DESCRIPTION OF SERVICE:

TOWNSHIP AGREES TO PROVIDE FIRE DISTRICT WITH MATERIALS + SERVICES FOR CAPITAL IMPROVEMENTS.

EFFECTIVE DATE: 1/1/16

EXPIRATION DATE: 12/31/20

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 TO SHARE MATERIALS AND SERVICES
FOR CAPITAL IMPROVEMENT PROJECTS BETWEEN THE CHERRY HILL
FIRE DISTRICT AND THE TOWNSHIP OF CHERRY HILL**

THIS AGREEMENT made this 16 day of Dec, 2015 shall be between **CHERRY HILL FIRE DISTRICT** (hereinafter "FIRE DISTRICT"), having its principal place of business located at 1100 Marlkrass Road, Cherry Hill, NJ 08003, and **CHERRY HILL TOWNSHIP** (hereinafter "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 materials and services for capital improvement projects will be cost effective, efficient and less costly to the residents of the Township of Cherry Hill; and

WHEREAS, the FIRE DISTRICT and TOWNSHIP are currently working together on daily operational needs; 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 materials and services for capital improvement projects; and

WHEREAS, the FIRE DISTRICT and TOWNSHIP agree that when the situation arises for capital improvement projects, that the FIRE DISTRICT will be permitted to utilize the services of the TOWNSHIP; and

WHEREAS, the TOWNSHIP, when the situation occurs, will be permitted to utilize the FIRE DISTRICT's material and services; and

WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1, et seq. encourages and promotes local units working together in an effort to save taxpayer dollars and promote government efficiencies; 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.

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 January 1, 2016 and ending on December 31, 2020. In addition, the Agreement 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 FIRE DISTRICT, upon the FIRE DISTRICT's request from time to time, with materials and services for capital improvement projects.

3. Payment. The FIRE DISTRICT will notify TOWNSHIP when it requires the services set forth in Section 2. Scope of Work. The TOWNSHIP will determine the scope of work to be provided by utilizing the existing contract values available to the TOWNSHIP. Costs of services to be provided will be by use of Attachment "A" "employee payroll and benefit costs" and Attachment "B," "Hourly Equipment Operating Costs," as well as all required materials. Materials utilized shall be identified in the detailed invoice. No material mark-up will be considered. Transaction for all materials, equipment utilized and services will be provided on a dollar for dollar basis. The TOWNSHIP shall provide to the FIRE DISTRICT a detailed invoice of the materials and services provided, including a seventy-five dollar (\$75.00) administrative fee for each transaction. The FIRE DISTRICT agrees to be responsible for payroll and benefits costs to the TOWNSHIP for services provided by CHERRY HILL TOWNSHIP. All payroll and benefits costs are shown on Attachment "A." Additionally, the FIRE DISTRICT agrees to reimburse the Township for reasonable hourly equipment operating costs as identified in Attachment "B." The FIRE DISTRICT shall make the necessary arrangements to remit payment to the TOWNSHIP within thirty (30) days following receipt of a duly itemized and verified invoice. The common billable measurement will be hourly, broken down into quarter hours, for both equipment and personnel. Attachment "A" will be updated every six (6) months to reflect any changes. If an employee rate changes prior to an update, the FIRE DISTRICT agrees to pay the actual rate. In the event the TOWNSHIP utilizes the services of the FIRE DISTRICT for a capital improvement project, said price will be determined based upon the actual cost without any mark-up.

4. Contact Person. TOWNSHIP agrees to appoint a person to act as a liaison to serve as the "Public Works Contact Person" (hereinafter referred to as the "Contact Person") in order to support and facilitate the orderly and efficient distribution of work requests. Unless otherwise appointed by a Resolution of the TOWNSHIP, Steve Musilli will serve as the Public Works Contact Person.

5. 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. It is agreed that the Township shall provide payroll records supporting the labor and benefits costs to the fullest extent permitted by law.

6. 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 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 indemnifying party, its officers, agents or employees. The TOWNSHIP shall include in its contracts with outside vendors providing goods or services to the FIRE DISTRICT pursuant to this Agreement a provision that any such contractor or supplier providing goods or services hereunder shall agree to indemnify, defend and hold harmless the FIRE DISTRICT 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 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 claim, demand or cause of action for which it will request indemnification. The indemnitee will provide indemnitor with the necessary information and assistance to defend such claim, demand or cause of action.

7. 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.

8. Law. This contract is made under and shall be governed by the laws of the State of New Jersey.

9. 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.

10. Notices. All notices hereunder shall be in writing and sent certified mail, return receipt requested, as follows:

As to TOWNSHIP:

Robert N. Wright, Esq.
Township of Cherry Hill Law
820 Mercer Street
Cherry Hill, NJ 08002

As to FIRE DISTRICT:

Thomas Kolbe
Fire Chief
Cherry Hill Fire District
1100 Markkress Road
Cherry Hill, NJ 08003

11. Miscellaneous:

a. Shared Services

It is the intent of the parties that this Agreement be a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

b. Amendments

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

c. 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.

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 TOWNSHIP'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 provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, TOWNSHIP has caused this Agreement to be duly executed by its Mayor and has caused its seal to be hereto affixed and attested to by the

Township Clerk, and FIRE DISTRICT has caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:



Township Clerk

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

TOWNSHIP OF CHERRY HILL

BY: 
Mayor

CHERRY HILL FIRE DISTRICT #13

BY: 

Attachment B
Hourly Equipment Operating Costs
Cherry Hill Township/Cherry Hill Board of Education
Shared Service Agreement
to Share Materials and Services
Cherry Hill Township, Camden County, New Jersey

<u>Equipment</u>	<u>Rate per Hour</u>
1. 14 Yard Dump Truck with Plow/Spreader	\$28.00
2. 13 Yard Dump Truck with Plow/Spreader	\$26.00
3. 10 Yard Dump Truck with Plow/Spreader	\$24.00
4. 8 Yard Dump Truck with Plow/Spreader	\$22.00
5. 5 Yard Dump Truck with Plow/Spreader	\$20.00
6. 3 Yard Dump Truck with Plow/Spreader	\$18.00
7. 2 Yard Dump Truck with Plow/Spreader	\$17.00
8. Tow Truck	\$21.00
9. Flat Bed Tow Truck	\$21.00
10. Utility Van	\$15.00
11. Pick Up 4x4 with Plow/Spreader	\$13.50
12. Jetter 1" hose	\$33.00
13. Vactor Jetter	\$41.00
14. 20ft Lift Gate Dump	\$30.00
15. Street Sweeper	\$37.80
16. TV Utility Unit Truck	\$25.00

17. 6000 lbs. Crane Truck	\$10.00
18. 45ft Bucket Truck	\$6.75
19. Transport Bus 22 person	\$25.00
20. Tractor / 65 Yard Trailer	\$50.00
21. Tractor / 30 Yard Trailer	\$50.00
22. 20 Ton Trailer	\$10.25
23. 35 Ton Trailer	\$12.50
24. 2 Ton Trailer	\$5.00
25. 1 Ton Trailer	\$5.00
26. Tow Behind Air Compressor	\$15.00
27. Farm Tractor with front load bucket with mower attachment	\$30.00
28. Side arm mower tractor	\$30.00
29. Farm Tractor with rear rake	\$30.00
30. Stump Grinder	\$7.50
31. Chipper Truck with chipper	\$52.50
32. Chipper Truck with out chipper	\$25.00
33. Wood Chipper	\$26.00
34. Backhoe	\$24.45
35. Loader	\$35.00
36. Skid Loader	\$35.00
37. 25 Yard Leaf Vactor	\$15.00
38. Screen All Machine	\$10.00
39. Leaf Scat	\$10.00
40. Asphalt Paver	\$50.00
41. Tow Behind Tar Pot	\$5.00

42. Grader	\$32.00
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

Note: The above noted "Hourly Equipment Operation Costs" (Rate per Hour) are based on R.S. Means Company, Inc., Site Work and Landscape Cost Data, 2010 book and/or the F.E.M.A. National Public Works version, New Jersey, 2009, cost codes. The operating costs include parts and labor for routine servicing. Costs also include operating expendables, such as fuel, lubricants and tires.