

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: CHERRY HILL TWP. COUNTY: CAMDEN

RECIPIENT: CHERRY HILL FIRE DEPT. COUNTY: CAMDEN

BRIEF DESCRIPTION OF SERVICE:

Twp. & Fire Dept Agree to SHARE EXPENDITURES & to execute RESPONSIBILITIES OUTLINED IN Twp. EMERGENCY MANAGEMENT OPERATIONS PLAN IN ACCORDANCE WITH LAWS OF STATE OF NJ

EFFECTIVE DATE: 10/25/18

EXPIRATION DATE: 10/25/28

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT UNKNOWN

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 FOR EMERGENCY MANAGEMENT
SERVICES BETWEEN THE CHERRY HILL FIRE DEPARTMENT AND THE
TOWNSHIP OF CHERRY HILL**

THIS AGREEMENT made this 25 day of OCT, 2018 shall be between **CHERRY HILL FIRE DEPARTMENT** (hereinafter "FIRE DEPARTMENT"), 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.

WITNESSETH:

WHEREAS, N.J.S.A. 40A:65-1, et seq., the "Uniform Shared Services and Consolidation Act," authorizes contracts between local contracting units for shared services within their respective jurisdictions; and

WHEREAS, the governing bodies of TOWNSHIP and the FIRE DEPARTMENT have determined that it is in the best interest, safety and general welfare of the residents of Cherry Hill Township for the TOWNSHIP and FIRE DEPARTMENT to work together to enhance the delivery of Emergency Management Services; and

WHEREAS, it has been determined this collaborative effort between the TOWNSHIP and the FIRE DEPARTMENT will establish a 24 Hour Emergency Operations Center that will be utilized to serve Police, Fire, Emergency Medical, Emergency Management and Public Works; and

WHEREAS, the FIRE DEPARTMENT has designated specific space at its facilities located at 1100 Marlkrass Road Central Command Center to accommodate the needs of operation; and

WHEREAS, the TOWNSHIP and the FIRE DEPARTMENT agree to share expenditures and to execute the responsibilities outlined in the Township Emergency Management Operations Plan in accordance with the laws of the State of New Jersey; and

WHEREAS, it is the intention of the TOWNSHIP and the FIRE DEPARTMENT to establish a counterpart system that includes senior staff from the Mayor's Office, Police Department, Fire Department, Public Works and any other department deemed necessary to synchronize efforts towards situational awareness response and recovery efforts due to natural or manmade disasters and routine demands that face Cherry Hill Township.

NOW, THEREFORE, for and in consideration of the mutual promises and Agreements hereinafter contained, the parties agree as follows:

Section 1. EMERGENCY MANAGEMENT DIRECTOR:

Paul Campana of the Cherry Hill Police Department has been named as the Director of Emergency Management for Cherry Hill Township pursuant to Resolution 2018-5-5 and will take the lead role in fulfilling this responsibility. The Chief of Police may assign the day to day responsibilities of the Director of Emergency Management to one or more junior officers, under the supervision of the Director of Emergency Management. In the event of a change to the named Director of Emergency Management, the change will be effective upon the passage of a Resolution by the TOWNSHIP with immediate notice to be provided to the FIRE DEPARTMENT.

FIRE DEPARTMENT will name a Supervisor as a Deputy Emergency Manager to support the Emergency Management Function. Upon naming a Deputy Emergency Manager the FIRE DEPARTMENT will notify the TOWNSHIP immediately.

Section 2. SCOPE OF SERVICES:

The Emergency Management Director will take the lead role in coordinating, developing and causing to be effectuated an emergency management system to synchronize efforts towards situational awareness, response efforts and recovery efforts due to natural and or manmade disasters, in addition to routine demands that face Cherry Hill Township. TOWNSHIP and FIRE DEPARTMENT will work together to develop a chain of command and counterpart system to implement all services necessary to fulfill the needs of this Agreement.

Section 3. OPERATIONS CENTER:

The parties to this Agreement hereby designate 1100 Marlkrass Road, Cherry Hill, New Jersey as the Township Emergency Operations Center. Said Operations Center will be designated as the Central Command Center to effectuate the needs set forth in Section 2, Scope of Services.

The FIRE DEPARTMENT agrees to provide sufficient designated space at 1100 Marlkrass Road Central Command to provide 24 hour Emergency Operations Center capability. FIRE DEPARTMENT further agrees that said designated space will be sufficient to provide for public safety training and command briefings.

The TOWNSHIP and the FIRE DEPARTMENT agree to share the costs of repairing or replacing the electronic equipment, including but not limited to all computers, monitors, telephones, projectors and other computer equipment, necessary for the operation of the Emergency Operations Center, upon mutual written consent of both parties. Any grants received by either party for the purpose of purchasing OEM equipment shall reduce the total cost of the equipment with the remaining cost to be split by the parties.

Section 4. PAYMENT:

FIRE DEPARTMENT agrees to remit payment to the TOWNSHIP for fifty percent (50%) of the base salary and payroll taxes of the Emergency Management Director named by the TOWNSHIP, or if the day to day responsibilities are being performed by one or more junior officers, fifty percent (50%) of the base salary and payroll taxes of the junior officer. TOWNSHIP will invoice the FIRE DEPARTMENT monthly for the cost of said base salary and payroll taxes. TOWNSHIP will be responsible for all other benefits incurred on behalf of the Emergency Management Director. If the responsibilities are shared between multiple officers, the salary invoiced by the Township shall not exceed the salary of one full time officer.

FIRE DEPARTMENT and TOWNSHIP acknowledge that the TOWNSHIP receives an Office of Emergency Management Grant from the State of New Jersey for fulfilling the need of an Emergency Management Director and it is agreed that this money is to be utilized by the TOWNSHIP for benefits and will not be credited towards base salary. It is further agreed that any additional grant funding received by the TOWNSHIP will be applied towards the funding of the Emergency Management position or service shall be applied first to offset the cost of benefits and then Director's salary incurred by the TOWNSHIP.

For any costs incurred for the purchase of electronic equipment pursuant to Section 3 of this Agreement, the Township shall bill the Fire Department for 50% of the actual cost of the equipment. Any services provided by the Township IT Department, shall be billed in accordance with the Shared Service Agreement governing those services.

FIRE DEPARTMENT agrees to be solely responsible for all costs incurred for its designated Deputy Emergency Manager.

Section 5. EMERGENCY MANAGEMENT RESPONSE VEHICLE:

The TOWNSHIP agrees to provide an Emergency Management Vehicle designated solely to fulfill the needs of this Agreement.

When requested by the TOWNSHIP, the FIRE DEPARTMENT will provide vehicle maintenance repairs for Township owned/leased Emergency Management Response Vehicles. All labor and parts costs will be invoiced to the TOWNSHIP at the actual rate of pay and costs for all parts used.

Section 6. TERM

The term of this Agreement shall be for ten (10) years from the date of execution hereof provided, however, that either party shall have the right to cancel the within Agreement upon sixty (60) days written notice to the other.

Section 7. Audit. Pursuant to the Single Audit Act of 1984, the TOWNSHIP agrees to permit the FIRE DEPARTMENT 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, benefits, and payroll taxes costs to the fullest extent permitted by law.

Section 8. 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 DEPARTMENT 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 DEPARTMENT 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.

Section 9. 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 DEPARTMENT.

Section 10. Law. This contract is made under and shall be governed by the laws of the State of New Jersey.

Section 11. 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.

Section 12. Notices. All notices hereunder shall be in writing and sent certified mail, return receipt requested to:

As to TOWNSHIP:

Robert N. Wright, Jr. Esquire
Law Department
Township of Cherry Hill
820 Mercer Street
Cherry Hill, NJ 08002

With a copy to:

Chief of Police
Township of Cherry Hill
820 Mercer Street
Cherry Hill, NJ 08002

As to FIRE DEPARTMENT:

Office of the Fire Chief
Cherry Hill Fire Department
1100 Marlkrass Road
Cherry Hill, NJ 08003

Section 13. 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 DEPARTMENT 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 DEPARTMENT

BY: 
Hugh H. Gibson, IV, Chairman