

SHARED SERVICES AGREEMENT BY AND BETWEEN THE TOWNSHIP OF CHERRY HILL AND THE BOROUGH OF LAWNSIDE RELATIVE TO THE APPOINTMENT OF A PLUMBING INSPECTOR BY AND FOR THE TOWNSHIP OF CHERRY HILL

THIS AGREEMENT constitutes a Shared Service Agreement pursuant to N.J. S. A. 40A:65 -1 et seq. entered into by and between the **TOWNSHIP OF CHERRY HILL**, a body politic and corporate of the State of New Jersey with offices located at 820 Mercer Street, Cherry Hill, New Jersey 08002, and the **BOROUGH OF LAWNSIDE**, a body politic and corporate of the State of New Jersey with offices located at 4 N. Douglas Avenue, Lawnside, New Jersey 08045. The date of the execution of this Agreement is the 25th day of Nov., 2013.

WITNESSETH

WHEREAS, the Borough of Lawnside (hereinafter " Lawnside") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Township of Cherry Hill (hereinafter " Cherry Hill") is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; 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 Township of Cherry Hill is required by the laws of the State of New Jersey to appoint a plumbing inspector to enforce the Uniform Construction Code within the municipality; and

WHEREAS, the Township of Cherry Hill is in need of a plumbing inspector due to the volume of work; and

WHEREAS, the Borough of Lawnside has determined that it is in the position to assist the Township of Cherry Hill with respect to fulfilling its need for a plumbing inspector; and

WHEREAS, the Borough of Lawnside employs Mengste Thomas El as its plumbing subcode official and he is licensed by the State of New Jersey as a plumbing subcode official and is in good standing with his licensing; and

WHEREAS, Lawnside and Cherry Hill intend by virtue of this document to set forth the terms and conditions of this Agreement; 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 a part of this Agreement.

NOW, THEREFORE, AND 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 one (1) year commencing on September 4, 2013.

Said Agreement can be terminated immediately by Cherry Hill Township upon notice to the Borough of Lawnside. Said Agreement may be extended at Cherry Hill's written request for an additional sixty (60) day period if the services are still required.

2. NOTIFICATION AND REQUIREMENTS OF THE DEPARTMENT OF COMMUNITY AFFAIRS

The Township of Cherry Hill will take lead responsibility of notifying and providing to the Department of Community Affairs for the State of New Jersey all required paperwork and other information that it may require regarding this Agreement.

3. SERVICES TO BE PROVIDED

The Borough of Lawnside will provide Cherry Hill with the use of their plumbing subcode official, Mengste Thomas El, during the term of this Agreement to perform all services required by the Uniform Construction Code.

4. PAYMENTS

The Township of Cherry Hill will pay to the Borough of Lawnside Thirty (\$30.00) Dollars per hour for the services of Mengste Thomas El. The Borough of Lawnside will provide to the Township of Cherry Hill a detailed invoice for the number of hours worked on each respective date worked. Cherry Hill Township shall make the necessary arrangements to remit payment to the Borough of Lawnside within thirty (30) days following receipt of said invoice. The aforesaid hourly rate includes payment for all expenses, including mileage and transportation. There shall be a five percent (5 %) administrative fee payable to Lawnside for each hour billed for the services of Mengeste Thomas El for all administrative costs. It is acknowledged by Cherry Hill and Lawnside that it is the intention of the parties that Cherry Hill shall not incur any additional costs either by way of salary, fringe benefits or any other costs associated with the implementation of this Agreement.

5. AUDIT

Pursuant to the Single Audit Act of 1984, Lawnside agrees to permit Cherry Hill Township 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.

6. INDEMNIFICATION

Lawnside shall be responsible for and agrees to indemnify Cherry Hill and hold Cherry Hill 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 Lawnside, Lawnside's officers, agents, employees, or subcontractors. Cherry Hill agrees to notify Lawnside as soon as practical of any third-party claim, demand or cause of action for which

Cherry Hill will request indemnification from Lawnside. Cherry Hill will provide Lawnside with the necessary information and assistance to defend such claim, demand or cause of action.

Cherry Hill shall be responsible for and agrees to indemnify Lawnside and hold Lawnside 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 Cherry Hill, Cherry Hill's officers, agents, employees or subcontractors.

Lawnside agrees to notify Cherry Hill as soon as practical of any third-party claim, demand or cause of action for which Lawnside will request indemnification from Cherry Hill.

Lawnside will provide Cherry Hill with the necessary information and assistance to defend such claim, demand or cause of action.

7. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested, for the Township of Cherry Hill to the Township Clerk, Township of Cherry Hill, 820 Mercer Street, Cherry Hill, New Jersey 08002, and for the Borough of Lawnside to the Borough Clerk, Borough of Lawnside, 4 N. Douglas Avenue, Lawnside, New Jersey 08045.

8. 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 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 Cherry Hill'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.

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

BOROUGH OF LAWNSIDE

BY: Mary Ann Spadaro
MAYOR

ATTEST:

Sylvia Van Nockay

SYLVIA VAN NOCKAY

BOROUGH CLERK

I, SYLVIA VAN NOCKAY, Borough Clerk for the Borough of Lawnside, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough of Lawnside at a meeting of said Borough of Lawnside on 9/4, 2013, and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Borough Council of the Borough of Lawnside.

Sylvia Van Nockay


SYLVIA VAN NOCKAY

BOROUGH CLERK

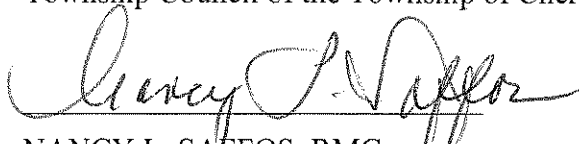
IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

TOWNSHIP OF CHERRY HILL

BY: 
MAYOR CHARLES CAHN

ATTEST:

NANCY L. SAFFOS, RMC
TOWNSHIP CLERK

I, NANCY L. SAFFOS, Township Clerk for the Township of Cherry Hill, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Township of Cherry Hill at a meeting of said Township on August 19, 2013, and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Township Council of the Township of Cherry Hill.


NANCY L. SAFFOS, RMC
TOWNSHIP CLERK