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RECEIVED

SEP 16 2013

MAYOR'S OFFICE

September 9, 2013

Honorable Chuck Cahn
Township of Cherry Hill
820 Mercer Street
Cherry Hill, New Jersey 08002

**RE: SHARED SERVICES AGREEMENT BETWEEN COUNTY OF CAMDEN
AND TOWNSHIP OF CHERRY HILL – RECORDS & INFORMATION
MGMT. (RIM) SYSTEM
RESOLUTION NO. 89 – ADOPTED JUNE 20, 2013**

Dear Mayor Cahn:

Enclosed please find a fully executed Shared Services Agreement in reference to the above.

Thank you for your cooperation in this matter.

Very truly yours,

COUNTY COUNSEL

BY:


JOSHUA A. FRIEDMAN
ASSISTANT COUNTY COUNSEL

JAF/emc

Encls.

C: Michael Hobbs, Info Tech – (w/encl)

SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF CAMDEN
AND
TOWNSHIP OF CHERRY HILL

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq. entered into this 17th day of June, 2013 between the County of Camden, a body of politic and corporate of the State of New Jersey, with its principal office at 520 Market Street, 14th Floor, Camden, New Jersey 08102 (the "County") and the Township of Cherry Hill, a municipal corporation of the State of New Jersey, with its principal office at 820 Mercer Street, Cherry Hill, New Jersey 08002 (the "Township"); and

WHEREAS, by resolution adopted August 21, 2008, the County of Camden authorized Shared Services Agreement between various municipalities to provide microfilming and records reorganization services that conform to NJDARM Guidelines; and

WHEREAS, by resolution adopted June 20, 2013, the County of Camden (Office of Records Management) authorized a Shared Services Agreement to provide the Township of Cherry Hill access to the County-wide Records and Information Management (RIM) System; and

WHEREAS, the County of Camden agrees to provide various services related to records management to the municipalities throughout the County of Camden; and

WHEREAS, the Township shall be responsible for providing access to all relevant records; and

WHEREAS, the parties hereto have approved the Shared Services Agreement by resolution in accordance with N.J.S.A. 40A:65-1 et. seq.; now, therefore,

IN CONSIDERATION of the promises and of the terms, covenants and conditions hereinafter set forth, it is mutually agreed as follows:

1. The Township shall pay annual service fees to the vendor, directly for services.
2. The Township shall permit the County or its authorized representative to make visits to the site or sites where work is being provided for the purpose of assuring the progress of the project.
3. The Township provides the vendors chosen by the County with access to all relevant information records.
4. The Township shall defend, indemnify and save the County harmless from and against any and all claims of every nature and whatsoever kind, liabilities, damages, including damage to person or property, losses and judgments, and including cost and expenses incident thereto, arising from any act by, or negligence, intentional acts or omissions related to the use of the RIM system. The provisions of this paragraph shall survive the expiration or termination of this Shared Services Agreement, but only to the extent of matters and events occurring during the term of this Shared Services Agreement or any extension.
5. This Shared Services Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Any notices required, permitted, or contemplated under this Shared Services Agreement shall be in writing and forwarded to the addresses set forth on Page 1.
7. Neither party hereto may assign, either wholly or in part, any of its rights or obligations under this Shared Services Agreement.
8. In the event that a provision of this Shared Services Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
9. Neither party has any authority to enter into contracts or agreements on behalf of the other.

10. This Shared Services Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

11. This Shared Services Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals or agreements, either written or oral. This Shared Services Agreement may be amended only by written instrument signed by both parties.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

WITNESS:



MARIANNE DIPIERO
CLERK OF THE BOARD
OF CHOSEN FREEHOLDERS

COUNTY OF CAMDEN:



BY: _____
ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

WITNESS:



NANCY L. SAFFOS, RMC
MUNICIPAL CLERK

TOWNSHIP OF CHERRY HILL

BY: _____
CHUCK CAHN
MAYOR

JAF/emc
File No. 6344 – Clerk, County – Microfilming & Records Organization w/Municipalities – Shared Services Agreement – RIM –
Separate File – Cherry Hill Shared Services Agreement – 6/2013

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