

RESOLUTION NO. 124

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE VOORHEES BOARD OF EDUCATION TO ALLOW THE USE OF THE TOWNSHIP OF VOORHEES' MUNICIPAL ROAD AND DRAINAGE WORK SERVICES FOR LOCAL MUNICIPAL PROJECTS

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., the Township of Voorhees is authorized to enter into an agreement for shared services; and

WHEREAS, the Township of Voorhees has agreed to administer a program that provides for Miscellaneous Road and Drainage Work Services for Local Municipal Projects through a Shared Services Agreement; and

WHEREAS, the Voorhees Township Board of Education has determined that this agreement would meet and provide for various needs of the community; and

WHEREAS, it is the opinion of the Engineering Department and staff of the Township of Voorhees that sharing the use of this program with the Voorhees Board of Education will be mutually beneficial to the entire community; and

WHEREAS, the Voorhees Township Miscellaneous Road and Drainage Work Services contract provides for line item costs which were bid and represents the lowest responsible responsive bid as determined by the Township of Voorhees; and

WHEREAS, the Township of Voorhees agrees to extend the Miscellaneous Road and Drainage Work Services to the Voorhees Board of Education in accordance with the bid results received on January 8, 2010; and

WHEREAS, the existing contract for the Voorhees Township Miscellaneous Road and Drainage Work Services shall remain in effect until December 31, 2013; and

WHEREAS, the parties hereto are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an agreement to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general government administration including shared services and the like.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Voorhees as follows:

1. The Mayor and/or Deputy Mayor are hereby authorized to execute a Shared Services Agreement for Miscellaneous Road and Drainage Work Services with the Voorhees Board of Education for the duration of the length of the existing contract in a form approved by the Township Solicitor and attached hereto and made a part hereof;
2. The Shared Services Agreement shall be placed on file in the office of the Clerk of the Township of Voorhees.

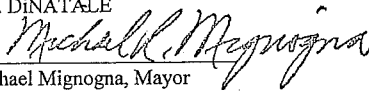
DATED: MAY 13, 2013

MOTION: MR. FRIEDMAN

YEAS: 4

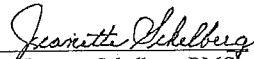
SECOND: MR. DiNATALE

NAYS: 0

APPROVED: 
Michael Mignogna, Mayor

ABSENT: 1 MRS. AYES

I, Jeanette Schelberg, Clerk of the Township of Voorhees, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Mayor and Township Committee at their meeting of May 13, 2013 held in the Municipal Building, 2400 Voorhees Town Center, Voorhees, NJ.


Jeanette Schelberg, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF VOORHEES
TO ALLOW THE USE OF THEIR MISCELLANEOUS ROAD AND DRAINAGE
WORK SERVICES FOR LOCAL MUNICIPAL PROJECTS**

THIS AGREEMENT made this 1st day of May, 2013 shall be between the **TOWNSHIP OF VOORHEES** (hereinafter "VOORHEES"), having its principal place of business located at 620 Berlin Road, Voorhees, NJ 08043, and **VOORHEES TOWNSHIP BOARD OF EDUCATION** (hereinafter "VOORHEES TOWNSHIP BOARD OF EDUCATION"), located at 329 Route 73, Voorhees, NJ, 08043.

RECITALS:

WHEREAS, VOORHEES and VOORHEES TOWNSHIP BOARD OF EDUCATION have determined that the use of VOORHEES' "Miscellaneous Road and Drainage Work Services" contract will be beneficial and cost effective to VOORHEES TOWNSHIP BOARD OF EDUCATION; and

WHEREAS, VOORHEES and VOORHEES TOWNSHIP BOARD OF EDUCATION intend, by virtue of this document, to set forth the terms and conditions of this Agreement, and

WHEREAS, VOORHEES has agreed to assume lead agency responsibilities; 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 commence on May 1, 2013 and end on such date as the end of the Voorhees Township 2012 Road Improvement Program Contract. In addition, the Agreement shall be cancellable at the end of the calendar year upon sixty (60) days written notice by any party to this Agreement.

2. Scope of Work. VOORHEES agrees to extend to VOORHEES TOWNSHIP BOARD OF EDUCATION all rights and privileges provided under the terms of agreement for the contract titled "Miscellaneous Road and Drainage Work Services".

3. Payment. Payment will be made from VOORHEES TOWNSHIP BOARD OF EDUCATION directly to VOORHEES vendors for said services rendered. Payments shall be in accordance with VOORHEES contracted fee schedule.

4. Contact Person. VOORHEES TOWNSHIP BOARD OF EDUCATION 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 VOORHEES TOWNSHIP BOARD OF EDUCATION, Dr. Frank T. DeBerardinis, Assistant Superintendent for Business/Board Secretary will serve as the Public Works Contact Person.

5. 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. VOORHEES shall include in its contracts with outside vendors providing goods or services to VOORHEES TOWNSHIP BOARD OF EDUCATION 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 VOORHEES TOWNSHIP BOARD OF EDUCATION 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.

6. Agreements. This contract, including any attachment to it and documents therein included by reference, sets forth the entire understanding and agreement between VOORHEES and VOORHEES TOWNSHIP BOARD OF EDUCATION.

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

8. 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.

9. Notices. All notices hereunder shall be in writing and sent certified mail, return receipt requested, for VOORHEES TOWNSHIP BOARD OF EDUCATION to:

Dr. Frank T. DeBerardinis, Assistant Superintendent for Business
329 Route 73
Voorhees, NJ 08043

As to VOORHEES:

Larry Spellman
Township of Voorhees, Business Administration
620 Berlin Road
Voorhees, NJ 08043

and:

Joe Hale
Township of Voorhees, Engineering Department
620 Berlin Road
Voorhees, NJ 08043

10. 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 VOORHEES' prior written permission.

g. Affirmative Action

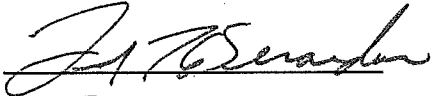
The affirmative action provisions applicable to each public agency are incorporated herein and made part hereof.

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, the parties have executed this contract on the last date written below.

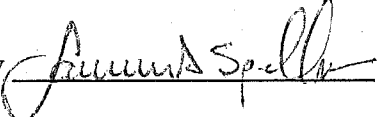
**VOORHEES TOWNSHIP
BOARD OF EDUCATION TOWNSHIP**

By 
Name Dr. Frank T. DeBerardinis
Assistant Superintendent
For Business/Board Secretary

Title _____

Date 5/1/13

VOORHEES TOWNSHIP

By 
Name Lawrence A. Spellman

Title Administrator

Date 5-14-2013

ATTEST:

