

Black Horse Pike Regional School District
Maintenance Services Agreement
February 19, 2015 to June 30, 2015

Agreement made the 19th day of February, 2015, by and between the Black Horse Pike Regional School District Board of Education (hereinafter referred to as "BHPRS") and the Camden County Technical Schools (hereinafter referred to as "CCTS").

Whereas, CCTS desires to engage BHPRS to provide certain maintenance services; and

Whereas, BHPRS is willing to provide CCTS such maintenance services;

Now therefore be it resolved, that the parties, intending to be legally bound, hereby agree as follows:

General requirements:

- A. BHPRS shall provide certain maintenance services to CCTS from February 19, 2015 through June 30, 2015.
- B. BHPRS shall maintain all records and will track maintenance provided to CCTS to provide optimum service.
- C. The Director of Building and Grounds will maintain proper certification.

Supplies: Supplies to properly perform the services requested will be billed to CCTS on a cost reimbursement basis.

Repairs/Routine Maintenance: Work to be performed by BHPRS's tradesmen at a time and materials rate as follows:

- Brining –Charging overtime rate for employee, use of truck, and brine
- *travel time to be added to total time.

Overtime, if required, to be charged at the rates applied in the current contract.

BHPRS Board of Education has review and oversight responsibility for its employees providing the services. The BHPRS Board of Education has control over their actions or work while performing those duties.

Payment from the CCTS Board of Education for these services shall be made upon the furnishing of an invoice by BHPRS. Maintenance services will be billed monthly, as needed.

During the period of the shared services agreement as set forth above, and for a year thereafter, CCTS shall not, on CCTS's own behalf or on behalf of another, directly or indirectly, hire an employee of BHPRS, contract with an employee of BHPRS, solicit, or encourage an employee to leave the employ of the BHPRS Board of Education. If CCTS does hire, contract with, solicit or encourage an employee of BHPRS to leave the employ Board of Education in violation of this agreement, then CCTS shall pay Board of Education an amount equivalent to the value of the services provided under this contract.

This Agreement constitutes the entire understanding of the parties with respect to the matters contemplated and dealt with hereby. Any modifications or changes hereto shall be in writing and signed by both parties.

The parties agree that either may terminate this Agreement upon (90) days written notice served upon the other. No cause shall be required for either party to terminate this Agreement. Should any dispute arise regarding the termination of this Agreement, it shall be submitted to the County Superintendent of Schools for resolution.

CCTS agrees to indemnify and hold BHPRS, its officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the services to be carried out pursuant to the obligations of this Agreement.

This Agreement shall be governed by and constructed in accordance with the applicable laws of the State of New Jersey.

In Witness Whereof, and intending to be legally bound, the parties hereto set their hand and seal:

Camden County Technical School Board of Education

Black Horse Pike Regional Board of Education

Board President

Date

Board President

Date

Business Administrator

Date

Business Administrator

Date