

SHARED SERVICES AGREEMENT
FOR MAINTENANCE SERVICES AT THE BOROUGH OF BELLMAWR
FACILITY TO BE PROVIDED BY BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT

THIS AGREEMENT dated, 1st day of September, 2017, by and between BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT, located at 580 Erial Road, Blackwood, New Jersey 08012 (hereinafter, "BHPRSD"), and Borough of Bellmawr, located at 21 East Browning Road, Bellmawr New Jersey 08031 (hereinafter, "BB"; collectively, the "Parties").

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Parties desire to enter into a Shared Services Agreement authorizing BHPRSD to provide certain maintenance and services at BB's various facilities located in Bellmawr, New Jersey 08031("Services"); and

WHEREAS, the Parties desire to enter into a Shared Services Agreement memorializing the terms and conditions of said agreement between BHPRSD and BB relating to the Services ("Agreement"); and

NOW THEREFORE, for and in consideration of the signing of this Agreement by the Parties, and in further consideration of the terms and covenants of the Agreement, and the mutual benefits derived by the parties hereto, the Parties do hereby agree as follows:

ARTICLE I
SCOPE OF SERVICES

A. BHPRSD will provide the following Services at BB's facility. The Services will be provided by employees of BHPRSD's Maintenance/Grounds Department, the times and days to be determined and designated at the discretion of BHPRSD.

B. The scope of Services provided under this Agreement will include, but not be limited to, the following:

1. General maintenance on an as-needed basis.
2. Emergency maintenance services on an as-needed basis (excluding any work required by a licensed professional);

ARTICLE II
TERM

The Agreement shall commence on September 1, 2017, and continue for a term of ten (10) months thereafter, or until June 30, 2018. The Agreement shall automatically renew for successive twelve (12) month periods, unless sixty (60) days written notice by either party to the other is exchanged, indicating the intent to terminate the Agreement. Upon receipt of such notice to terminate, this Agreement shall expire at the end of the then current term and shall become null and void with no further legal effect.

ARTICLE III
COMPENSATION

A. BB shall pay compensation to BHPRSD in accordance with the fee schedule attached as Exhibit B and incorporated herein by reference.

B. BHPRSD shall prepare and submit invoices to BB on the first day of the first month of each quarter. Invoices shall be due on the first day of the second month. Any outstanding balances that become more than ninety (90) days past due shall accrue interest at an annual rate of five (5) percent.

C. Invoices prepared by BHPRSD shall provide an itemization of the Services provided to BB, including the amount of time spent, the type of services provided and the corresponding fee per the attached fee schedule (Exhibit B).

ARTICLE IV
GENERAL TERMS AND CONDITIONS

A. If any one or more of the terms and provisions of this Agreement shall be determined invalid or unenforceable by a Court of Law, the remainder of the terms shall not be affected and shall continue to be enforceable in all respects.

B. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

C. BHPRSD represents and warrants that the Services are to be provided by designated employees of BHPRSD's Maintenance/Grounds Department, possessing all of the necessary qualifications, experience and/or licenses in good standing to carry out the Services.

D. BHPRSD and BB may annually approve and adjust the provisions of this Agreement, as necessary.

E. This Agreement may only be amended, modified and/or changed in a dated writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be duly executed and delivered by their respective officers duly authorized and have caused their respective seals to be affixed and duly attested all as to the date first above written.

ATTEST:

BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT

Brian Repici, Ed.D
Superintendent of Schools

ATTEST:

BOROUGH OF BELLMAWR

Exhibit B

SCOPE OF SERVICES & FEE SCHEDULE

Trades based on Time & Materials

- On Site Supervisor \$140.00 p/h
- HVAC Mechanic \$95.00 p/h. Based on T & M
- Electrician-\$95.00 p/h. Based on T & M
- Plumber-\$80.00 p/h. Based on T & M
- Concrete & Masonry Mechanic-\$80.00 p/h. Based on T & M
- Laborer/Helper- \$50.00 p/h
- Emergency calls –T & M based on the nature of the call.

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BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

In addition the terms and conditions set forth in the Shared Services Agreement, dated 1st day of September, 2017 ("Agreement"), by and between Black Horse Pike Regional School District ("BHPKRS") and Borough of Bellmawr (BB), said Agreement is also governed by the following terms set forth in this Memorandum of Understanding:

INSURANCE. BHPKRS shall supply BB with proof of insurance coverage in the minimum amounts of liability as follows:

- a) Comprehensive General Liability Insurance shall provide a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- b) Comprehensive Automobile Liability Insurance shall provide coverage for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- c) Worker's Compensation and Employer's Liability Insurance shall cover all employees of BHPKRS engaged in performing the Services. It is understood that designated persons to perform the Services are employees of BHPKRS.

INDEMNIFICATION. BHPKRS indemnifies and holds BB, its successors and assigns, officials, employees, servants, agents and contractors, harmless from and against any claims, damages, suits, losses, costs or expenses, including but not limited to attorneys' fees, which may be sustained or incurred by BB by reason of any claim, demand, suit or recovery arising out of any negligent act(s) by BHPKRS employees in connection with performing the Services.

ATTEST:

BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT

Brian Repici, Ed.D
Superintendent of Schools

ATTEST:

BOROUGH OF BELLMAWR
