

TOWNSHIP OF EVESHAM

RESOLUTION NO. 363-2009

AUTHORIZING INTERLOCAL SHARED SERVICES
AGREEMENT FOR SHARING SYNTHETIC TURF GROOMER
EVESHAM / MT LAUREL / MOORESTOWN
AND MEDFORD TOWNSHIPS

WHEREAS, the Township Council of the Township of Evesham wishes to enter into an Interlocal Service Agreement for the shared purchase and use of a Synthetic Turf Grooming Machine and Transporting Trailer, hereinafter referred to as "the machine," with the following Burlington County municipalities: Mt. Laurel Township, Medford Township and Moorestown Township that adopt a similar resolution; and

WHEREAS, by entering into the Agreement, the aforementioned municipalities agree that the shared purchase and use of the machine benefits each municipality equally and will be used on one synthetic field in each jurisdiction. Moorestown is designated as the lead agency; and

WHEREAS, each Municipality agrees to identify a "Recreation Contact Person" to act as a liaison in order to support and facilitate the efficient application of this agreement and will provide related relevant information to each Township Manager or his/her designee; and

WHEREAS, by entering into the Agreement, the aforementioned municipalities agree that the machine will be stored at the Mt. Laurel Public Works Facility, the most central location; and

WHEREAS, by entering into this agreement, each Municipality agrees that one field grooming contractor will be engaged separately by each municipality to pick up, transport and properly operate the machine according to manufacturers' instructions four times per year for each field. A municipal representative will inspect the machine before and after each use for damage and report his/her findings to the Recreation Contact Person. The contractor shall agree to be responsible for damage not attributed to municipal employees; and


WHEREAS, each Municipality agrees to share in the cost of periodic maintenance of the machine; and

WHEREAS, the Interlocal Service Act (N.J.S.A.) 40:8A-1 et seq.) authorizes and empowers the designated municipalities to enter into this agreement; and

WHEREAS, all contractual provisions have been negotiated and an agreement has been entered into among the Townships of Evesham, Mt Laurel, Moorestown and Medford.

NOW, THEREFORE, BE IT RESOLVED, By the Township Council of the Township of Evesham that the Mayor and Township Clerk be and are hereby authorized to execute the Interlocal Shared Service Agreement with the aforementioned municipalities.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on December 15, 2009.


Carmela Bonfrisco, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
CROFT			✓			
HACKMAN	✓		✓			
HOWARTH		✓	✓			
MCKENNA			✓			
MAYOR BROWN			✓			

SHARED SERVICES AGREEMENT FOR TURF MAINTENANCE EQUIPMENT

THIS AGREEMENT made this 8th day of December, 2009 by and between the **TOWNSHIP OF MOORESTOWN**, with its primary offices at 2 Executive Drive, Suite 9A, Moorestown, New Jersey 08057, the **TOWNSHIP OF MEDFORD**, with its primary offices at 17 N. Main Street, Medford, New Jersey 08055, the **TOWNSHIP OF MOUNT LAUREL**, with its primary offices at 100 Mount Laurel Road, Mount Laurel, New Jersey 08054 and the **TOWNSHIP OF EVESHAM** with its primary offices at 984 Tuckerton Road, Marlton, New Jersey 08053 (collectively, the parties hereinafter referred to as "Municipalities").

WITNESSETH

WHEREAS, the Municipalities have agreed to the following terms and conditions concerning the shared purchase and use of a synthetic turf field groomer.

1. GOVERNING LAW; TERM.

- A. This Agreement is governed by the provisions of N.J.S.A. § 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
- B. This Agreement shall commence with the execution of this Agreement by the last signature and terminate on December 31, 2019.

2. LEAD AGENCY; REPORTING.

- A. Moorestown Township shall serve as the lead agency for the administration of the purchase and use of the equipment. Moorestown will establish and maintain a calendar of the equipment's use.
- B. Annually, Moorestown shall provide a report to each municipality identifying the equipment's use, identifying the Municipality, the date of use and the contractor using the equipment. In the event a report is required at any other time as discovery in litigation, or for any other purpose, the municipality shall contact Moorestown directly.

3. EQUIPMENT

- A. For the purpose of this Agreement the equipment referred to herein shall describe the following:

One (1) Weidenmann Terra Brush groomer for synthetic turf
74" brush with 74" rake finger; Bogey wheels with hitch and 12v lifting ram

(To be pulled behind by mid-duty utility vehicle or garden tractor by outside contractor)

One (1) Franklin Trailer custom built to transport groomer

(Collectively, hereinafter the "equipment".)

- B. The equipment shall be purchased under State Contract or the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., whichever purchasing procedure shall secure the equipment at the lowest cost to the Municipalities.
- C. Moorestown shall secure the necessary registration and tags for the trailer through the Motor Vehicle Commission.
- D. The Municipalities shall share equally the cost to purchase the equipment including any administrative or legal costs associated with said purchase. Each Municipality shall pay one quarter cost of the equipment directly to the vendor(s).
- E. The Municipalities shall share equally in the cost for registration and tags for the trailer.
- F. The Municipalities shall collectively determine whether new, replacement or additional equipment is necessary under the terms of this Agreement.

4. USE and STORAGE

- A. Each Municipality will designate a "Recreation Contact Person" (hereinafter "RCP") to act as the liaison in order to support and facilitate the efficient application of this Agreement.
- B. Each Municipality shall have use of the equipment a minimum of four (4) times per year on an equal basis. The Municipality shall contact Moorestown Township RCP to schedule the use.
- C. Each Municipality agrees that one field grooming contractor "Contractor" will be engaged separately by each Municipality to pick-up, transport, and properly operate the equipment in accordance with the manufacturer's instructions.
- D. The Municipalities agree that the equipment will be stored at the Mount Laurel Public Works Yard, 100 Mount Laurel Road, Mount Laurel, New Jersey, the most centrally located facility. The Yard is open Monday through Friday, from 7:30 a.m. until 3:30 p.m. Any municipality requiring use of the equipment at other times will make arrangements for availability with the Mount Laurel RCP.

- E. The Municipalities agree that the equipment will be stored at the Mount Laurel Public Works Yard each night. Municipalities requiring the equipment for more than one consecutive day shall require written (fax or email) confirmation from all other RCPs which identifies a temporary location for storage and measures to be taken to ensure the equipment's safety.

5. MAINTENANCE AND SAFETY REPAIRS

- A. Each Municipality will equally share in the costs to maintain and repair the above equipment. Inspections will be made by each RCP before and after each use for damage and report their findings to the other Municipalities.
- B. Each Municipality will take caution to keep the equipment in safe working conditions and shall report any cause for concern to each RCP via facsimile or email by the end of the business day in which an issue arises.

6. INSURANCE

- A. Each Municipality will secure the appropriate Certificates of Insurance from the Contractor on an annual basis for the full cost of replacement of the equipment.
- B. A copy of the Insurance will be provided to the Moorestown RCP.
- C. Each Municipality's contractor shall agree to be responsible for damage not attributed to municipal employees and provide "additional insured" insurance coverage for the contracting municipality.

7. TERMINATION

- A. Each Municipality shall have the right to terminate this agreement with 60-days notice to the other Municipalities after a Resolution has been duly adopted by their Township Council and conveyed to the other Municipalities. In the event of termination by a Township(s), that Municipality will forfeit any right to the equipment and/or a pro-rated portion of the purchase price or disposal cost.

8. EXPIRATION OF AGREEMENT; DISPOSAL OF EQUIPMENT

- A. Three months prior to the expiration of this Agreement, the Municipalities shall negotiate a renewal or conclusion of the Agreement.
- B. In the event the current equipment is no longer to be used for this Agreement, because replacement equipment is purchased or because the Agreement expires without renewal, the Municipalities agree that the equipment shall be used for trade in value for replacement equipment or sold at auction. If sold at auction, the proceeds shall be equally divided among the remaining participating

Municipalities. In the event the proceeds are less than \$100.00, the municipality which conducts the auction shall keep the entire proceeds to defray the cost of the auction.

9. DISPUTE RESOLUTION

- A. Prior to submission of a dispute as required in paragraph 9B, a meeting shall be held with one (1) elected official from each municipality to rectify any outstanding issue(s). The Municipalities shall have twenty (20) days to resolve the dispute unless each Municipality agrees to a greater time limit.
- B. In the event that a dispute cannot be resolved in Paragraph 9A, then, pursuant to N.J.S.A. § 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration prior to any action being filed in a court of competent jurisdiction. Any costs associated with arbitration shall be borne equally by the disputing Municipalities.

10. DEFAULT.

- A. In the event that any Municipality defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting Municipalities shall be entitled to terminate this Agreement with the defaulting Municipality at the expiration of the 30-day period.
- B. The defaulting Municipality will not be entitled to any reimbursement for the any costs associated with this Agreement including, but not limited to, the cost of purchase or maintenance of the equipment.

11. NOTICES.

- A. Notices hereunder shall be given to the Municipalities' RCP at the addresses identified above and shall be made by hand delivery, e-mail, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice the time shall be calculated from actual receipt of the notice. Time shall run only on business days which, for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday.

12. CHOICE OF LAW.

- A. Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. ENTIRE AGREEMENT.

A. This Agreement represents the entire Agreement between the Municipalities and may not be changed orally, and may only be modified or amended by a written statement signed by all Municipalities.

14. SEVERABILITY.

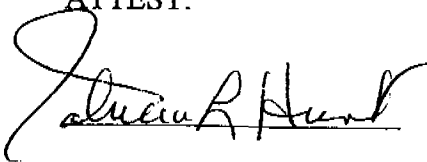
A. If part of this Agreement shall be held to be unenforceable or invalid the rest of the Agreement shall nevertheless remain in full force and effect.

15. WAIVER.

A. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

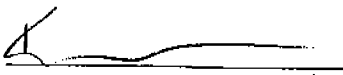
IN WITNESS WHEREOF, the Municipalities hereto have caused this Agreement to be signed by their respective Mayor, and duly attested by their Township Clerk, effective the day and year written above.

ATTEST:

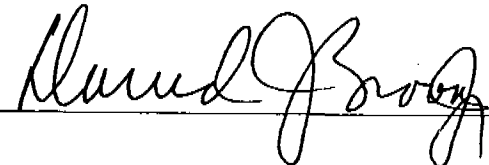


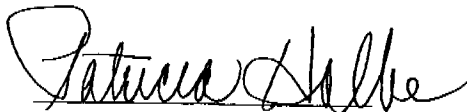
MOORESTOWN TOWNSHIP

By: 




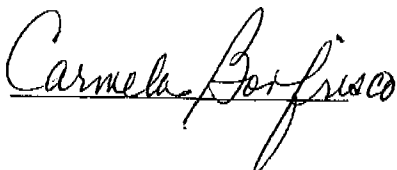
MEDFORD TOWNSHIP

By: 



MOUNT LAUREL TOWNSHIP

By: 



EVESHAM TOWNSHIP

By: 

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 183-2009

AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT FOR THE OWNERSHIP AND USE OF A SYNTHETIC TURF GROOMER BETWEEN EVESHAM, MOUNT LAUREL, MOORESTOWN AND MEDFORD TOWNSHIPS

WHEREAS, the Township Council of the Township of Moorestown wishes to enter into a Shared Services Agreement for the joint purchase and use of a Synthetic Turf Grooming Machine and transporting trailer, herein after referred to as "the machine," with Mount Laurel, Evesham and Medford Townships; and

WHEREAS, by entering into the Agreement the aforementioned municipalities agree that the shared purchase and use of the machine benefits each municipality equally and will be used on each synthetic field in each jurisdiction; and

WHEREAS, Moorestown is designated as the lead agency for the purchase of the equipment and to coordinate the administration of the Agreement and use of the machine; and

WHEREAS, each Municipality agrees to identify a "Recreation Contact Person" to act as a liaison in order to support and facilitate the efficient application of this Agreement and to provide related relevant information to each Township Manager or his/her designee; and

WHEREAS, by entering into the Agreement the aforementioned municipalities agree that the machine will be stored at the Mount Laurel Public Works Facility, 100 Mount Laurel Road, Mount Laurel, the most central location; and

WHEREAS, by entering into this Agreement each Municipality agrees that one field grooming contractor will be engaged separately by each municipality to pickup, transport and properly operate the machine according to manufacturer's instructions four times per year for each field. A municipal representative will inspect the machine before and after each use for damage and report their findings to the Recreation Contact Persons. The contractor shall agree to be responsible for damage not attributed to municipal employees; and

WHEREAS, each Municipality agrees to share in the cost of periodic maintenance of the machine; and

WHEREAS, each Municipality shall provide for insurance to cover the full replacement of the machine in the event of damage during use; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes and empowers the Municipalities to enter into this agreement; and

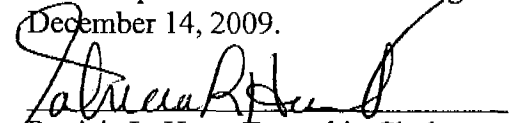
WHEREAS, all contractual provisions have been negotiated and an agreement has been drafted among the Townships of Evesham, Mount Laurel, Moorestown and Medford.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Moorestown that the Mayor and Township Clerk be and are hereby authorized to execute this Shared Service Agreement with the aforementioned municipalities.

BE IT FURTHER RESOLVED, that Theresa M. Miller is named the Recreation Contact Person for Moorestown Township for administration of this Agreement.

<u>VOTE:</u>	
BUTTON	YES
TESTA	YES
GALLO	YES
BRODER	YES
ROCCATO	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its meeting on December 14, 2009.


Patricia L. Hunt, Township Clerk



**TOWNSHIP COUNCIL
MOUNT LAUREL
MUNICIPAL CENTER**

Distribution _____

Resolution No. 10-R-31

Meeting:

Date:

RECEIVED

JAN 07 2010

**EVESHAM TOWNSHIP
CLERKS OFFICE**

REORGANIZATION MEETING

JANUARY 4, 2010

**AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT FOR THE OWNERSHIP AND USE OF A SYNTHETIC
TURF GROOMER BETWEEN MOUNT LAUREL, EVESHAM,
MOORESTOWN AND MEDFORD TOWNSHIPS**

WHEREAS, the Township Council of the Township of Mount Laurel wishes to enter into a Shared Services Agreement for a joint purchase and use of a Synthetic Turf Grooming Machine and transporting trailer, herein after referred to as "the machine" with Evesham, Moorestown and Medford Townships; and

WHEREAS, by entering into the Agreement, the aforementioned municipalities agree that the shared purchase and use of the machine benefits each municipality equally and will be used on each synthetic field in each jurisdiction; and

WHEREAS, Moorestown is designated as the lead agency for the purchase of the equipment and to coordinate the administration of the Agreement and use of the machine; and

WHEREAS, each Municipality agrees to identify a "Recreation Contact Person" to act as a liaison in order to support and facilitate the efficient application of this Agreement and to provide related relevant information to each Township Manager or his/her designee; and

WHEREAS, by entering into this Agreement the aforementioned municipalities agree that the machine will be stored at the Mount Laurel Public Works Facility, 100 Mount Laurel Road, Mount Laurel, the most central location; and

WHEREAS, by entering into this Agreement each Municipality agrees that one field grooming contractor will be engaged separately by each municipality to pickup, transport and properly operate the machine according to the manufacturer's instructions four times per year for each field. A municipal representative will inspect the machine before and after each use for damage and report their findings to the Recreation Contact Persons. The contractor shall agree to be responsible for damage not attributed to municipal employees; and

WHEREAS, each Municipality agrees to share in the cost of periodic maintenance of the machine; and

WHEREAS, each Municipality shall provide for insurance to cover the full replacement of the machine in the event of damage during use; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes and empowers the Municipalities to enter into Agreement; and

WHEREAS, all contractual provisions have been negotiated and an Agreement has been drafted among the Townships of Mount Laurel, Evesham, Moorestown and Medford;



TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER

Distribution _____

Resolution No. 10-R-31

TWENTIETH REGULAR

DECEMBER 21, 2009

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mount Laurel that the Mayor and Municipal Clerk be and are hereby authorized to execute this Shared Service Agreement with the aforementioned municipalities.

BE IT FURTHER RESOLVED that Ralph Giangulio is named the Recreation Contact Person for Mount Laurel Township for administration of this Agreement.

MOTION:

AYES:

NAYS:

ABSTAINED:

ABSENT:

A-CERTIFIED COPY

Patricia Halbe, Municipal Clerk

	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED TO
Bobo	✓				BO+ file 1-5-10
Keenan	✓				R. Giangulio
McCaffrey	✓				Evesham Twp.
Riley 2	✓				Mottstown Twp.
Smith 1	✓				Madison Twp.