

TOWNSHIP OF EVESHAM

RESOLUTION NO. 62-2010

AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT
WITH MEDFORD TOWNSHIP FOR ATHLETIC FIELD MAINTENANCE
AND CHEMICAL APPLICATIONS

WHEREAS, the Township Council of the Township of Evesham (Evesham) wishes to enter into a Shared Services Agreement with Medford Township (Medford) to share services and reduce costs by working together to provide athletic field maintenance, including but not limited to, the application of chemicals, including fertilizers and weed control, by Evesham's certified laborers, with each party purchasing its own supplies through appropriate contracting laws and regulations; and

WHEREAS, by entering into the Agreement, Medford and Evesham agree that the shared use of the aforementioned services benefits each public entity equally; and

WHEREAS, Medford shall reimburse Evesham for the cost of labor for work performed by Evesham employees as defined in the Shared Services Agreement, attached hereto and made a part hereof; and

WHEREAS, all contractual provisions have been negotiated in the aforementioned Agreement; and

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

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 this Shared Services Agreement with the Township of Medford.

I HEREBY CERTIFY that the foregoing Resolution is a true copy of a Resolution adopted by the Township Council of the Township of Evesham, at a meeting held on the 21st of April, 2010.

Carmela Bonfrisco
 Carmela Bonfrisco, Township Clerk

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

**SHARED SERVICES AGREEMENT BETWEEN THE
TOWNSHIPS OF MEDFORD AND EVESHAM FOR ATHLETIC
FIELD MAINTENANCE AND CHEMICAL APPLICATIONS**

THIS AGREEMENT is made on this 21st day of April, 2010 by and between **THE TOWNSHIP OF MEDFORD**, a political subdivision of the State of New Jersey, whose address is 17 N. Main Street, Medford, New Jersey 08055 (hereinafter referred to as "Medford"), and **THE TOWNSHIP OF EVESHAM**, a political subdivision of the State of New Jersey, whose address is 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter referred to as "Evesham")(collectively referred to as the "Parties".)

WITNESSETH:

WHEREAS, the Parties seek ways to work together to share services and reduce costs; and

WHEREAS, the Parties have previously entered into shared services agreements to the benefit of both municipalities concerning turf maintenance; and

WHEREAS, Evesham employs individuals certified by the New Jersey Department of Environmental Protection to apply chemical applications such as fertilizer and weed control to athletic fields; and

WHEREAS, the Parties desire to formalize a relationship through a shared services agreement to provide for natural field maintenance; and

WHEREAS, N.J.S.A. § 40A:65-1 et seq, the Uniform Shared Services and Consolidation Act authorizes the municipalities to enter into shared services agreements to accomplish any function which either unit could perform on its own in a effort to reduce local expenses funded by property taxpayers; and

WHEREAS, Medford Township has authorized the execution of this Agreement through a Resolution passed by its Township Council and attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Evesham Township has authorized the execution of this Agreement through a Resolution passed by its Township Council and attached hereto as Exhibit B and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **CONTROLLING LAW** – 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.

2. **SCOPE OF WORK** – Evesham agrees to work with Medford to provide athletic field maintenance through the application of chemicals including fertilizers and weed control, by Evesham's certified laborers. Each Party shall purchase its own supplies through appropriate contracting laws and regulations. In addition, Evesham may provide additional labor for other field maintenance activities including, but not limited to, field aeration. Evesham shall provide two (2) employees for said additional labor opportunities as they arise.
3. **USE OF LABOR/ASSIGNMENT OF RESPONSIBILITY** – Evesham shall provide up to two (2) employees to perform this Scope of Work. Evesham's employees shall remain exclusive employees of Evesham. Evesham's employees performing this work shall be fully licensed and/or certified by the New Jersey Department of Environmental Protection. No additional expense shall fall upon Evesham for the use of these employees in this additional capacity.
4. **EMPLOYMENT RECONCILIATION PLAN** – No additional or reduced employee levels are contemplated via this Agreement. Medford Township previously used contracted services for these chemical applications, therefore, no additional or reduced employment levels are being considered.
5. **DESIGNATION OF PRIMARY EMPLOYER** – The Parties shall continue to maintain their own employees. Neither party shall serve as lead agency in this Agreement and neither party shall be designated as Primary Employer.
6. **TERM OF AGREEMENT/RIGHT TO TERMINATE** - This Agreement shall remain in full force and effect for a term of ten (10) years from the execution of the Agreement. The date the last Party enters the contract shall become the effective date. Either party may terminate the contract, effective on the next anniversary of the effective date, upon written notice to the other Party at least sixty days prior to the anniversary date or at any time by mutual consent. This Agreement may also be terminated by failure to remit payment as described in Paragraph 3.
7. **ESTIMATED COST OF SERVICES** – Medford shall reimburse Evesham on a quarterly basis for the cost of chemical applications performed by Evesham employees as defined in this Agreement. The parties agree that the cost of service shall be \$16,000 annually payable in four quarterly installments of \$4000. Payments shall be made June 1st, September 1st, December 1st and March 1st. In addition, Evesham may provide additional labor for other field maintenance activities including, but not limited to field aeration. Evesham shall provide two (2) employees for said additional labor and shall be reimbursed at a total rate of \$150.00 per hour for the team of employees and equipment use, if any. Medford shall remit payment within thirty (30) days of receipt of an invoice. If Medford fails to remit payment within the time prescribed, Evesham may place Medford on notice that no future work will be performed unless and until payment is received. If payment is not received within sixty (60) days, Evesham may void this Agreement upon an additional ten (10) days notice.

8. **INSURANCE** – Both Parties shall maintain their own general liability, workers compensation insurance and insurance on the equipment utilized including auto insurance.

9. **DISPUTE RESOLUTION** – In the event of any dispute to this Agreement, the Parties shall resolve such difference by subsequent negotiation, mediation or arbitration before any action may be filed in Superior Court.

10. **NOTICES** - Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, 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. Notices shall be addressed as follows:

If to Medford Township:
 Township of Medford
 17 N. Main Street
 Medford, New Jersey 08055
 Attn: Recreation Department

With a Required Copy to:
 Richard W. Hunt, Esq.
 Parker McCay PA
 7001 Lincoln Drive West, P.O. Box 974
 Marlton, New Jersey 08053

If to Evesham Township
 Township of Evesham
 984 Tuckerton Road
 Marlton, New Jersey 08053
 Attn: Recreation Department

With a Required Copy to:
 Anthony Drollas, Esq.
 Caphart & Scatchard P.A.
 8000 Midlantic Drive
 Mount Laurel, New Jersey 08054

11. **ENTIRE AGREEMENT** - this Agreement is the entire Agreement and may only be modified by a written addendum authorized and entered into by Resolutions enacted by both Parties.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Witness/Attest:

By: _____

TOWNSHIP OF MEDFORD

By: _____

Robert Martin, Mayor

Witness/Attest:

By: _____

TOWNSHIP OF EVESHAM

By: _____

Randy Brown, Mayor

April 13, 2010

TOWNSHIP OF MEDFORD

RESOLUTION 102-2010

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FIELD MAINTENANCE AND
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WHEREAS, the Township Council of the Township of Medford ("Medford") wishes to enter into a Shared Services Agreement with Evesham Township ("Evesham") to share services and reduce costs by working together to provide athletic field maintenance, including but not limited to, the application of chemicals, including fertilizers and weed control, by Evesham's certified laborers, with each party purchasing its own supplies through appropriate contracting laws and regulations; and

WHEREAS, by entering into the Agreement, Medford and Evesham agree that the shared use of the aforementioned services benefits each public entity equally; and

WHEREAS, Medford shall reimburse Evesham for the cost of labor for work performed by Evesham employees as defined in the Shared Services Agreement, attached hereto and made a part hereof; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Medford that the Mayor and Township Clerk be and are hereby authorized to execute this Shared Services Agreement with the Township of Evesham.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting held on the 13th day of April, 2010.


Katherine E. Burger, CFO / Township Clerk