

**COOPERATIVE AGREEMENT
BETWEEN THE TOWNSHIP OF WATERFORD
AND THE TOWNSHIP OF WINSLOW,
COUNTY OF CAMDEN, STATE OF NEW JERSEY
FOR THE CALIBRATION OF POLICE VEHICLE
SPEEDOMETERS**

It is hereby agreed on this 2ND day of JANUARY, 2011 between the Township of Waterford and the Township of Winslow as follows;

1. **PURPOSE** The Township of Winslow shall accept Waterford Township Police Vehicles at the Winslow Township Public Works Garage, located at the Winslow Township Municipal Complex, Route 73, Winslow Township, NJ, for the purpose of performing and certifying calibrations of said police vehicle speed-o-meters.
2. **NOTICE** A two (2) work day (48 hours) notice shall be provided by Waterford Township (hereafter referred to as the "sender") to the Public Works Department of Winslow Township so as to arrange a conveniently mutual date and time for the service. The sender shall arrange for not less than three (3) vehicles per calibration session. Upon mutual agreement (informal) fewer than three (3) vehicles may be accepted for a calibration session upon special need being demonstrated by the sender.
3. **FREQUENCY OF CALIBRATION PER VEHICLE** The Township of Winslow agrees to perform calibrations in not less that three (3) month intervals on any vehicle.
4. **CERTIFICATION** A certified calibration certificate will be issued by the Township of Winslow's qualified calibration expert upon completion of the process and provided to the vehicle driver/officer. Winslow Township will not re-issue certificates due to loss or theft without re-calibrating said vehicle and reassessing the established fee.
5. **INSURANCE** The sender shall provide to the Township of Winslow a certificate of insurance naming Winslow Township as an additionally insured with insurance limits currently carried by the sender. This shall include

General Liability, Workmen's Compensation and motor vehicle insurance. In addition, a Hold Harmless Agreement shall be provided by the sender in the form and language attached hereto and made a part hereof.

6. **APPEARANCES; SUBPOENAS, TESTIMONY; OTHER EXPENSES** In the event the appearance and/or time of a Winslow Township employee is required relative to the nature of this agreement, the sender shall reimburse the Township of Winslow for any and all actual expenses and costs, including but not limited to salary, fringe, travel and out-of-pocket costs as determined and certified by the Administrator's Office of the Township of Winslow.

7. **FEES** The fee payable to Winslow Township by the sender shall be ten dollars(\$10.00) per vehicle per calibration. The sender shall first provide to the Township of Winslow a purchase order for police vehicles intended for calibration for any appropriate period of time within the calendar year. Payment shall be made to the Township of Winslow within forty five (45) days after submission of the claim on the senders required voucher form. Any disagreement as to the validity of a claim shall first be addressed by the respective Township Administrators in an effort to settle any differences. Should either party to this agreement then remain aggrieved, further settlement shall be sought in the appropriate court of law.

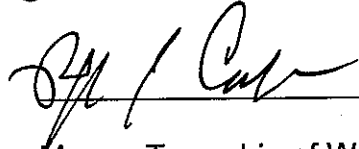
Fees are subject to change upon a thirty (30) day written advanced notice.

8. **NOTICE TO CANCEL AGREEMENT AND LENGTH OF AGREEMENT** This Agreement shall expire one (1) year from the date first appearing hereon. Either party to this agreement may cancel same upon providing thirty (30) days advanced written notice to the other party.

9. **INITIATION AND/OR RENEWAL OF THIS AGREEMENT** shall be authorized by a resolution of the Governing Body of each respective party.


10. Anything within this agreement which is contrary to law, as determined by the appropriate court of law, shall not affect the remainder of this agreement.

Agreed upon this 2nd day of January, 2011.



Mayor, Township of Waterford

WITNESS:



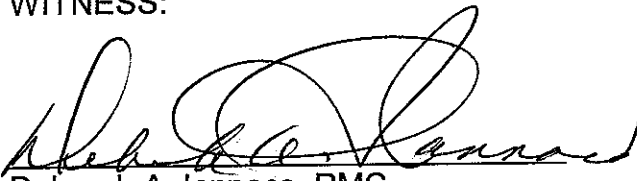
Virginia L. Chandler, RMC
Township Clerk, Township of Waterford

SEAL



Sue Ann Metzner
Mayor, Township of Winslow

WITNESS:



Deborah A. Iannaco, RMC
Municipal Clerk, Township of Winslow

SEAL

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HOLD HARMLESS AGREEMENT
BETWEEN THE TOWNSHIP OF WINSLOW
and
Township of Waterford
2131 Auburn Ave., Atco, NJ 08004
768-2300
Public Entity

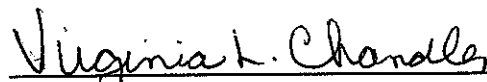
In consideration of the use of Speedometer Calibration Service, for one (1) year, for the purpose of Calibration of Speedometers, the undersigned agrees to indemnify and hold the **TOWNSHIP OF WINSLOW** and its officers, agents and employees harmless from any and all liability, claims, costs and Attorney's Fees arising out of the use of the property equipment, or services referred to above.

I understand that this Hold Harmless Agreement also requires that the **TOWNSHIP OF WINSLOW** is indemnified from any losses or damages resulting from the acts or omissions from any person or participant in or related to this service. I agree to furnish a Certificate of Insurance specifically naming the **TOWNSHIP OF WINSLOW** as an additional insured providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than one hundred thousand dollars (\$100,000.00).

Signed this 2ND day of January 2011
as the binding act in deed of The Township Of Waterford



MAYOR, TOWNSHIP OF WATERFORD



VIRGINIA L. CHANDLER, RMC
TOWNSHIP CLERK

SUBMIT TO: OFFICE OF THE MUNICIPAL CLERK
TOWNSHIP OF WINSLOW
125 SOUTH ROUTE 73
BRADDOCK, NJ 08037-9422

DAI/gmg

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**SHARED SERVICES AGREEMENT BY AND BETWEEN THE
TOWNSHIP OF WINSLOW AND THE
BOROUGH OF CHESILHURST FOR THE RENTAL OF WINSLOW
TOWNSHIP LEAF REMOVAL EQUIPMENT**

THIS DOCUMENT constitutes a Uniform Shared Services Agreement ("Agreement") pursuant to N.J.S.A. 40A:65-1 et seq. entered into by and between the Township of Winslow, a municipal corporation of the State of New Jersey with offices located at 125 South Route 73, Braddock, New Jersey 08037 (the "Township") and the Borough of *Chesilhurst*, with its address at **201 Grant Avenue, Chesilhurst, New Jersey, 08089** (hereinafter referred to as "*Chesilhurst*")

WITNESSETH

WHEREAS, *Chesilhurst* has requested the Township to assist in the removal of leaves from its municipal streets, roadways and facilities; and

WHEREAS, the intended purpose of this Agreement is to pursue consolidation of certain services, where practicable, in an effect to reduce costs to the public through the sharing of manpower, equipment and facilities; and

WHEREAS, the Township and *Chesilhurst* intend by virtue of this document to forth the terms and conditions of this Agreement; and

WHEREAS, the proper and respective public officials are or will be authorized to execute this Agreement pursuant to resolution of the respective Governing Bodies, attached hereto and made a part of this Agreement.

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

1. The Township, at its discretion, shall rent to *Chesilhurst* its leaf removal equipment for the removal of leaves from *Chesilhurst* municipal streets, roadways and municipally owned facilities. The Township is not obligated to provide the leaf removal equipment until after a determination is made by the Township Superintendent of Public Works based upon the availability of the equipment. It is further agreed and understood that leaf removal from Township roadways shall take precedent over *Chesilhurst* streets and municipal facilities.
2. After a determination has been made that the Township has ample leaf removal equipment to rent to *Chesilhurst* for its use to perform this service, it shall so notify *Chesilhurst*. *Chesilhurst* shall then

use said leaf removal equipment for its intended use only and in accordance with normal operating procedures. **Chesilhurst** shall also complete its leaf removal work in a reasonable period of time period and return the leaf removal equipment to the Township in the same condition in which it was received. The operation of the Township's leaf removal equipment shall be performed by authorized employees of **Chesilhurst** for leaf removal purposes on municipal streets, roadways and facilities only. The Township's employees will not be required to perform any of the leaf removal operations or services.

3. **Chesilhurst** agrees to pay the Township One Hundred and Fifty Dollars (\$150.00) a day or Five Hundred Dollars (\$500.00) per week for the use of the leaf removal equipment and shall furthermore be responsible for any repairs (other than normal wear and tear) for the leaf removal equipment.
4. Prior to the Township providing the leaf removal equipment to **Chesilhurst**, **Chesilhurst** shall post escrow money into an interest bearing Dedicated By Rider Trust Fund established by the Township. The amounts to be posted shall be in the sole discretion of the Township. Failure of **Chesilhurst** to post the escrow as required by the Township shall be cause for the Township to refuse to provide the leaf removal equipment and terminate this Agreement.

5. **Chesilhurst** further agrees and understands that the Township shall have the right to require said Dedicated by Rider Trust Fund to be replenished in the event the monies deposited in that account have been depleted. **Chesilhurst** shall have three (3) business days after receipt of written notice from the Township to replenish the Dedicated by Rider Trust Fund account. Failure to replenish the account as required by the Township shall be cause for the Township to suspend and/or terminate the services until the account has been replenished.
6. **Chesilhurst** agrees and understands that the Township shall have all rights and remedies at law for collection of any amount due and owing for such services rendered in the event sufficient funds are not in the Dedicated by Rider/Trust Fund to provide full payment for the services rendered.
7. This Agreement shall be for a term of one (1) year and shall be renewed automatically on an annual basis unless a party hereto notifies the other party in writing that it elects not to renew this Agreement prior to the then existing term. In addition, either party has the right to terminate this Agreement at any time upon thirty (30) days written notice to the other party.
8. **Chesilhurst** agrees to indemnify and hold the Township and its officers, agents and employees harmless from any and all liability

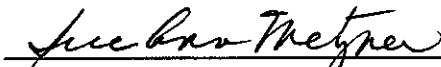
against it arising out of the use of the equipment set forth in this Agreement. It is further understood that the Township shall be indemnified by **Chesilhurst** from any losses or damages resulting from any acts or omissions of any persons or participants performing services or in any way connected with the performance of services under this Agreement.

9. **Chesilhurst** agrees to furnish the Township a Certificate of Insurance specifically naming the Township as an Additional Insured on **Chesilhurst's** General Liability, Bodily Injury and Property Damage, Insurance Policies with minimum limits of liability of not less than One Hundred Thousand (\$100,000.00) Dollars.
10. Pursuant to the Single Audit Act of 1984, the parties agree to allow each others agents to examine any and all records relevant to this Agreement and shall make available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.
11. This Agreement may not be assigned without the formal, written consent of both parties.
12. This Agreement represents the entire understanding between the parties and may only be amended or modified in a writing executed by both parties.


13. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.
14. Each party represents that it has been duly authorized by appropriate Resolution to execute this Agreement. A certified copy of each Resolution is attached to this Agreement.
15. The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers, duly authorized and have caused their respective corporate seals to be affixed hereto, all of the date first above written.

Township of Winslow


BY: Mayor Sue Ann Metzner

Attest:


Deborah A. Iannaco, RMC
Municipal Clerk

Chesilhurst Borough


BY: Michael Blunt, Mayor

Attest:


Gloria D. Rose
Municipal Clerk (Deputy)