

RESOLUTION 125 -2019

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF WOODBURY HEIGHTS AND THE
BOROUGH OF MAGNOLIA**

WHEREAS, NJSA 40A:65-1, et seq authorizes municipalities to enter into Shared Service Agreements; and

WHEREAS, the Borough of Woodbury Heights and the Borough of Magnolia have negotiated an Agreement whereby the Borough of Magnolia, through its Public Works Department, will provide mechanical repair and maintenance services for Public Works vehicles and equipment of the Borough of Woodbury Heights; and

WHEREAS, each of the parties believes that this Agreement will represent an economic benefit to both municipalities;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that the annexed Service Agreement entitled "Shared Service Agreement Between the Borough of Magnolia and Borough of Woodbury Heights for the Provision of Mechanical Repairs and Maintenance of Municipal Vehicles and Equipment" be and is hereby authorized and approved and the proper officers of the Borough of Woodbury Heights are directed to sign and deliver same on behalf of the Borough.

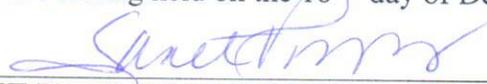
BOROUGH OF WOODBURY HEIGHTS

BY: 
WILLIAM C. PACKER, MAYOR

ATTEST: 
JANET PIZZI, BOROUGH CLERK

NOTICE

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Regular Meeting held on the 18TH day of December 2019.


JANET PIZZI, BOROUGH CLERK

**SHARED SERVICE AGREEMENT
BETWEEN THE BOROUGH OF WOODBURY HEIGHTS AND THE BOROUGH OF MAGNOLIA
FOR SERVICES PROVIDED FOR THE MECHANICAL REPAIR AND MAINTENANCE OF
MUNICIPAL VEHICLES AND PUBLIC WORKS EQUIPMENT**

THIS AGREEMENT made this 1st day of January 2020, by and between:

THE BOROUGH OF MAGNOLIA (hereinafter referred to as **Magnolia**); and **THE BOROUGH OF WOODBURY HEIGHTS** (hereinafter referred to as **Borough of Woodbury Heights**); and

WITNESSETH

WHEREAS, The Borough of Woodbury Heights wishes to enter into a Shared Service Agreement with Magnolia for services to be provided by Magnolia Public Works Department in the form of mechanical repairs and maintenance of municipal vehicles and equipment of The Borough of Woodbury Heights' vehicles, equipment and trucks; and

WHEREAS, Magnolia Public Works Department has the facility and capability to perform mechanical repairs and maintenance of municipal vehicles and equipment on The Borough of Woodbury Heights's vehicles, equipment, trucks; and

WHEREAS, the "**Uniform Shared Services and Consolidation Act**", **N.J.S.A. 40A:65-1, et seq.**, allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in this agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

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

1. **Nature and Extent of Services:** Magnolia, under the auspices of its Public Works Department, will provide mechanical repairs and maintenance to The Borough of Woodbury Heights's vehicles, equipment, trucks.
 - a. Magnolia through its Public Works Department will offer and provide services for the mechanical repair and maintenance of municipal vehicles and public works equipment which may include, but not limited to, trucks, passenger vehicles, and trailers and public works equipment. All such services shall be performed at the public works garage of the Borough of Magnolia unless otherwise provided in this Agreement. The recipient of such services shall be responsible to deliver the vehicles or equipment to the Borough of Magnolia without costs or expense to the provider.
 - b. All services provided by the Borough of Magnolia shall be diligently performed but without any warranty of any kind or nature. The recipient of services provided hereby waives, disclaims, quit-claims and waives any guarantees or warranties by the Borough of Magnolia including, but not limited to, warranties of fitness, use, safety and merchantability.

- c. Services by the Borough of Magnolia shall be offered only on the basis of its ability to perform such services, which ability shall be determined solely by the Borough. The parties mutually recognize that certain repairs or maintenance may require specialized equipment not possessed by the Borough of Magnolia, in such cases, the Borough will decline the request for services by the recipient municipalities.
 - d. Nothing contained in this Agreement shall require the Borough of Woodbury Heights to utilize the services of the Borough of Magnolia on an exclusive basis, it being the intent of this Agreement to permit, not compel the use of such services by recipients on a discretionary basis at their sole option.
2. **Consideration:** The Borough of Magnolia will provide such services on a per hour basis billed to the recipient municipality at the rates below recited plus the costs for the provision of consumable products or devices such as oil, fluids, gaskets, hardware and stocked parts and devices as follows:
- A. "Regular Hourly Rate" for labor of \$60.00 per hour for work performed at the Magnolia Facility; or
 - B. "Special Service Rate" of \$80.00 per hour. This special service rate is applicable to the following type of service:
 - a. Road service calls defined as a request that the Borough mechanic perform maintenance or repairs at any location other than the Magnolia Facility. The hourly rate shall apply for the period upon the mechanic departing the maintenance garage extending to his arrival back at the garage ("portal to portal");
 - b. Emergency work defined as a request by a recipient municipality for repairs as soon as possible in which cases all other scheduled maintenance and repair work must be rescheduled or work that would require the payment of overtime rates of pay to the Borough mechanic. All such emergency work shall be requested, in writing, by the recipient municipality.
 - C. 30% over Magnolia costs for all repair parts and sublet parts. No charge will be made for parts which are supplied by the Borough of Woodbury Heights.
 - D. The Borough of Magnolia shall prepare and submit itemized bills and vouchers to the recipient municipality, which documents will include the date and time such services were provided and the rates applicable thereto; quantities and charges for all consumables utilized in the performance of the services, and; the name of the principal Magnolia employee performing such services.

- E. Recipients of services shall cause payment to be made not more than forty (40) days after submission of the bills with all such payments payable to the Borough of Magnolia.
 - F. To facilitate the performance of services contemplated herein, each recipient municipality shall establish a separate account with a parts vendor approved by the Borough of Magnolia, which account shall authorize the Magnolia Public Works Supervisor, or his designee, as an authorized person to obtain parts required for the performance of the services requested. All such vendor accounts shall be billed to the recipient municipality and the Borough of Magnolia will not be responsible for any charges to such accounts.
3. **Duration of Contract:** This agreement will go into effect on January 1, 2020 and shall continue through and including December 31, 2020.
4. **Dispute of Payment:** As provided in the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-8 (g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Section 2 shall be paid without prejudice to the disputing Parties. If through subsequent negotiation, mediation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, The Borough of Woodbury Heights shall promptly be repaid the excess.
5. **Agency Relationship:** All services performed by the Borough of Magnolia shall be accomplished by employees of the Borough and nothing in this Agreement shall be interpreted or construed to determine such employees as employees, agents or representatives of the recipient municipality. The Borough of Magnolia shall be responsible for the payment of all salaries, compensation, benefits and other work-related employee benefits, without limitation, to individuals performing work on recipient municipalities vehicles or equipment. The Borough of Magnolia shall be responsible to provide Worker's Compensation coverage on behalf of such employees.
6. **LIABILITIES:** For any claim arising from or related to the services provided by the Borough of Magnolia, including any claims for injury or death to any person or damage to property, the recipient municipality hereby agree to save and hold the Borough of Magnolia harmless from and against any and all such claims and shall release and indemnify the Borough of Magnolia and its employees with respect to any costs incurred by the Borough of Magnolia in defense of such claims or in payment of same including the costs of litigation, attorneys fees and expert fees in defense of claims. All municipalities shall be waived and discharged by the recipient municipalities or, in failure thereof, such recipient municipalities shall be subject to the obligation of indemnification as recited above.

7. **Enactment Procedure:** The Borough of Woodbury Heights and Magnolia hereby acknowledge that prior to execution of this agreement; the respective municipal bodies shall authorize such execution through and by the procedures and standards in the adoption of ordinances and/or resolutions set forth more fully under the uniform Shared Services and Consolidation Act, P.L. 2007, c. 63 at N.J.S.A. 40A:65-5(a).
8. **Insurance:** The Parties will keep in force, at their respective sole expense, comprehensive general liability insurance with insurance companies licensed in the State of New Jersey or with Camden County or the Joint Insurance Fund, which insurance shall be evidenced by certificates and/or policies to be exchanged by both Parties.

Each certificate or policy shall require a thirty (30) day cancellation notice.

Certificates of insurance shall be delivered to each party, prior to the commencement of this Agreement. All policies and certificates of insurance shall be approved by each of the parties prior to the implementation of this Agreement.

9. **Entire Agreement:** This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless same shall be in writing and signed by all the Parties hereto.
10. **Termination:** This agreement may be terminated at any time by either Party, with or without cause, by at least 90 days prior written notice to the other Party.
11. **Filing:** In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
12. **Good Faith Covenant:** The Parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.

13. **Notices:** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated municipal representative.

a. The designated municipal representative for Borough of Woodbury Heights in:

Janet Pizzi, Municipal Clerk
The Borough of Woodbury Heights
307 Union Avenue
Borough of Woodbury Heights, New Jersey 08084

b. The designated municipal representative for Magnolia is:

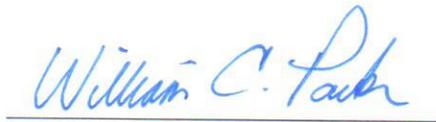
Christine M. Pippet, Acting Municipal Clerk
Borough of Magnolia
438 W. Evesham Ave.
Magnolia, NJ 08049

IN WITNESS WHEREOF, the Parties have caused the Agreement to be signed by their respective officers duly authorized and have caused this Agreement to be dated as of the day and year written above.

ATTEST:



The Borough of Woodbury Heights
Date: 12/18/2019



The Borough of Woodbury Heights
Date:

ATTEST:

Christine M. Pippet
Acting Municipal Clerk
Borough of Magnolia
Date:

BettyAnn Cowling-Carson
Mayor
Borough of Magnolia
Date: