

**RESOLUTION NO. 16-118**

**RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT  
BETWEEN THE CITY OF WOODBURY AND THE BOROUGH OF BELLMAWR FOR  
THE MAINTENANCE OF FIRE APPARATUS FOR THE CITY OF WOODBURY**

**WHEREAS**, the Borough of Bellmawr and the City of Woodbury have concluded that their residents will benefit from the sharing of certain defined services; and

**WEHREAS**, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to this Agreement; and

**WHEREAS**, the City of Woodbury and the Borough of Bellmawr agree that this Agreement shall provide for a sharing or receiving of certain services and/or resources, and for the compensation, more particularly described on the Schedule(s) attached to the Agreement; and

**WHEREAS**, the City of Woodbury and the Borough of Bellmawr wish to enter into a Shared Service Agreement substantially in the form attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Woodbury that the Mayor and/or Administrator are hereby authorized to enter into a Shared Services Agreement substantially in the form attached hereto.

**ADOPTED** at a regular meeting of the Mayor and City Council of the City of Woodbury on August 9, 2016.

**CITY OF WOODBURY**



By: **DAVID TROVATO**  
**President of Council**

**ATTEST:**



**ROY A. DUFFIELD, Clerk**

**SHARED SERVICES AGREEMENT  
BETWEEN THE BROUGH OF BELLMAWR AND THE  
CITY OF WOODBURY FOR THE MAINTENANCE OF  
FIRE APPARATUS FOR THE CITY OF WOODBURY**

**THIS AGREEMENT** dated Aug. 9, 2016 is made between the BOROUGH OF BELLMAWR, Camden County, New Jersey ("Bellmawr"), a municipal corporation of the State of New Jersey, with principal offices at 21 East Browning Road, Bellmawr, NJ 08031, and the CITY OF WOODBURY (hereinafter "Woodbury", with principal offices at 33 Delaware St. Woodbury, New Jersey 08096.

**WITNESSETH**

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., municipalities and other local units may enter into Shared Services Agreements with other governmental units by adoption of a Resolution therefore; and

**WHEREAS**, Bellmawr and Woodbury are local units as defined by N.J.S.A. 40A:65-3; and

**WHEREAS**, Bellmawr and Woodbury have concluded that their residents will benefit from the sharing of certain defined services, and

**WHEREAS**, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to this Agreement; and

**WHEREAS**, the proper and respective officials of the local units were authorized to execute this Shared Services Agreement pursuant to the adoption of Resolutions of their respective entities.

**NOW, THEREFORE**, and in consideration of the mutual promise set forth herein, the parties hereto agrees as follows:

1. **PURPOSE**

The parties agree that this Agreement shall provide for a sharing or receiving of certain services and/or resources, and for the compensation, more particularly described on the Schedule(s) attached hereto.

2. **TERM**

The services to be furnished by this Agreement shall commence August 12, 2016 or upon approval by resolution of the agreement by Woodbury and Bellmawr whichever occurs last. Pursuant to N.J.S.A. 40A:65-7a(4), this Agreement shall continue in effect through August 11, 2021, unless properly terminated beforehand by the parties as provided below.

3. **PROVISION OF SERVICES**

a) For purposes of this Agreement, any party performing services for or on behalf of the other party shall be deemed to be an agent of the non-performing party and said performing party shall have the full powers of performances and maintenance of the services contracted for and full powers to undertake any ancillary operations reasonably necessary or convenient to carry out its duties and obligations under this Agreement. However, no party hereto shall be liable for the cost of acquisition, construction or maintenance of any capital facility or equipment acquired by the performing party unless specifically provided for in this Agreement or any subsequent amendment hereto.

b) If any party performing any service contemplated by this Agreement utilizes the services of a private contractor to perform any or all of the services covered by this Agreement, such party shall be required to award the work to be performed by the private contractor in full accordance with the "Local Public Contracts Law", N.J.S.A. 40A:11-1, et seq.

c) This Agreement must be authorized via Resolution by the Bellmawr Council and Woodbury City Council, prior to the actual provision of the service(s) provided.

4. **COMPENSATION**

a) The parties hereto agree that the services described in Schedule "A" attached hereto shall be provided pursuant to the terms and conditions of this Agreement.

b) The performing party shall prepare and submit invoices setting forth services provided. In the case of an ongoing service, an invoice shall be prepared and submitted on a monthly basis.

c) All properly presented invoices shall be paid within thirty (30) days of submission.

d) The parties shall have the right and hereby authorize the Bellmawr Administrator and the City of Woodbury Administrator to negotiate on a project by project basis for the provision of any service not described in Schedule "A". Any such negotiated agreement must be agreed upon in writing by the parties, and must be authorized and included in the current adopted budget and capital program.

e) Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and other documents as one necessary to fully disclose to the other party or its authorized representatives, upon auditor reviews, sufficient information to determine compliance with the Agreement or any applicable laws or regulations. Each party shall have the right to inspect these records upon reasonable notice to the other party pursuant to the Single Audit Act of 1984.

5. **INDEMNIFICATION**

Each party shall indemnify, hold harmless and defend the other party, its elected and appointed officials, employees, officers and agents against all liability, claims, suits, losses, damages, costs and demands on account of bodily injury, death or property damage, arising out of the indemnifying party's negligence or wrongful acts connected with the performance of any service authorized by this Agreement.

6. **NOTICES**

All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested, to the following persons:

**AS TO BELLMAWR:**

Borough of Bellmawr, Administrator, 21 East Browning Road, Bellmawr, New Jersey 08031, with a copy to the Municipal Clerk

**AS TO THE CITY OF WOODBURY:**

City of Woodbury Administrator, 33 Delaware Street  
Woodbury, New Jersey 08096

7. **ENTIRE AGREEMENT/AMENDMENTS**

The parties acknowledge and agree that this writing constitutes the only and entire Agreement between the parties and supersedes any prior written agreements, and shall be authorized by Resolution adopted by the Borough Council on behalf of Bellmawr and Woodbury.

8. **INTERPRETATION/CONSTRUCTION**

The parties agree that this Agreement was prepared under authority of the State of New Jersey and therefore shall be interpreted by the laws of this State.

9. **DISPUTE RESOLUTION**

Any dispute arising out of this Agreement shall be submitted for mediation to a mutually agreeable mediator.

**ASSIGNMENT**

The rights, duties and obligations of this Agreement may not be assigned without either party's prior written consent.

10. **NON-WAIVER**

It is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either party shall not constitute a waiver of those provisions.

11. **SEVERABILITY**

If any provision or provisions of this Agreement is determined to be invalid or contrary to New Jersey law, only those provisions shall be struck and the remaining provisions of this Agreement shall survive.

12. **FUNDING**

This Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided.

13. **FORCE MAJEUR**

In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strikes or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation provided a reasonable extension to complete the obligation or service.

14. **AFFIRMATIVE ACTION**

The parties and their contractors, subcontractors and agents agree to comply with all federal and state laws and/or regulations relative to affirmative action in the procurement of contracts and the same is incorporated herein and made a part hereof. Every sub-contractor shall execute the Affidavit attached hereto as Schedule "B".

15. **TERMINATION**

This Agreement shall expire on August 11, 2021, unless extended beyond or terminated before that date upon prior mutual agreement of the parties. The Agreement may be terminated by either party upon sixty (60) days prior written notice.

16. **INDEPENDENT PUBLIC AGENCIES**

The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public agency, separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.

17. **PROPERTY AUTHORITY**

The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate resolution of each entity.

**IN WITNESS WHEREOF**, each party has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each party acknowledges that said execution has been duly authorized by a proper Resolution of the governing body.

**ATTEST:**

**BOROUGH OF BELLMAWR**

\_\_\_\_\_  
Charles J. Sauter, III, Borough Clerk

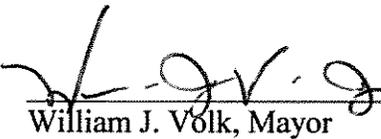
\_\_\_\_\_  
Frank R. Filipek, Mayor

Dated:

**ATTEST:**

**CITY OF WOODBURY**

  
\_\_\_\_\_  
Roy R. Duffield, City Clerk

  
\_\_\_\_\_  
William J. Volk, Mayor

Dated: *AUG. 9, 2016*

## SCHEDULE A

**Provider: Bellmawr**

**Recipient: City of Woodbury**

### Scope

1. Bellmawr will provide a qualified mechanic/lube person to perform simple to complex mechanical services to the Woodbury Fire Department Fleet.
2. When requested in writing with a minimum of 48 hour notice for preventive maintenance and a minimum of 24 hour notice for emergency repairs.
3. Bellmawr agrees to maintain the Woodbury Fire Department Fleet in a safe and effective manner utilizing standard mechanical practices.
4. Woodbury agrees to pay all costs associated with parts, tires, oils and services contracted to outside entities.
5. Woodbury agrees to adhere to mechanical write ups in conjunction with any unit unsafe for fire department services.
6. Woodbury is required to open or keep in good standing accounts with the following vendors that the Borough of Bellmawr's mechanical department utilizes for repairs and maintenance of the Woodbury Fire Departments Fleet. All purchases to be charged to Woodbury.
  - a. Grainger, 1001 Hadley Road, S. Plainfield, NJ 07080; phone 973-777-7770
  - b. Gloucester Plumbing, 520 S. Broadway, Gloucester City, NJ 08031; phone 856-456-1700
  - c. Engineered Hydraulics, 405 Route 130, West Collingswood Heights, NJ 08059; phone 856-456-5200
  - d. Guy's Brakes, 7300 N. Crescent Blvd., Building 8, Pennsauken, NJ 08110; phone 856-665-0100
  - e. Craig's Radiator, 419 Delsea Drive, Sewell, NJ 08080; phone 856-582-8117
  - f. Applied Industrial Products, 124 E 9<sup>th</sup> Avenue, Runnemede, NJ 08078; phone 856-933-1600
  - g. Auto & Truck Parks of Deptford, 1725 Hurffville Road, Sewell, NJ 08080; phone 856-232-7158/Dominic cell phone 609-685-9230
  - h. Stein's Generator & Starter Service, Inc., 10069 Sandmeyer Lane, Philadelphia, PA 19116; phone 215-969-6900
  - i. Fire Line Equipment, 4652 Division Highway, East Earl, PA 17519; phone 717-354-8106
  - j. Pardos Truck Service, 2020 Delsea Drive, Sewell, NJ 08080; phone 856-227-2330
  - k. Joseph Fazzio, Inc., 2900 Glassboro-Crosskeys Road, Glassboro, NJ 08028; phone 856-881-3185
  - l. Emergency Equipment Sales, LLC, 4 Youngs Road, Trenton, NJ 08068; phone 609-587-8885
  - m. Excel Hydraulics, P.O. Box 40, Swedesboro, NJ 08085; phone 856-241-1145

### **Compensation**

Bellmawr shall bill Woodbury the sum of sixty dollars (\$60.00) per hour for services performed on fire apparatus.

### **General**

Nothing contained within this Agreement precludes either party from acquiring and/or hiring their own personnel to perform the above referenced services. Nothing contained within this Agreement shall obligate either party to provide the above referenced services if personnel are unavailable.