

RESOLUTION NO. 16-99

RESOLUTION AUTHORIZING PURCHASE OF RECYCLING TRUCK AND APPROVAL OF A SHARED SERVICES AGREEMENT WITH EAST GREENWICH TOWNSHIP

WHEREAS, East Greenwich Township is in possession of a used recycling truck; and

WEHREAS, the City of Woodbury is in need of a recycling truck; and

WHEREAS, the City of Woodbury representatives have inspected the recycling truck and recommend purchase of the recycling truck for the consideration set forth herein; and

WHEREAS, East Greenwich Township is desirous of selling to the City of Woodbury the recycling truck for the sum of \$50,000 with the additional consideration of the execution of a Shared Services Agreement wherein the City of Woodbury will provide to East Greenwich Township the use of its street sweeper for no more than 12 days over the course of the next 12 month period; and

WHEREAS, the Local Public Contract Law permits the purchase of such excess equipment from a sister municipality.

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 execute such documentation as is necessary to purchase the recycling truck for the sum of \$50,000 and to execute a shared services agreement to provide for the furnishing to East Greenwich Township of a street sweeper for a period of no more than 12 days over the next 12 months.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on June 14, 2016.

CITY OF WOODBURY



By: **DAVID TROVATO**
President of Council

ATTEST:



ROYA. DUFFIELD, Clerk

**CITY OF WOODBURY
CERTIFICATION AS TO THE AVAILABILITY OF FUNDS
CHIEF FINANCIAL OFFICER**

I CERTIFY AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

East Greenwich Township

FOR:

Purchase of Used Recycling Truck

RESOLUTION #	<u>16-99</u>	<u>6/14/2016</u>	AMOUNT:	Not-to-exceed <u>\$ 50,000.00</u>
ORDINANCE #	<u> </u>	<u> </u>		

THAT FUNDS ARE AVAILABLE, AS OF THE DATE OF THIS RESOLUTION, FROM THE FOLLOWING:

Amounts Funded

TEMPORARY BUDGET APPROPRIATION:

ADOPTED BUDGET APPROPRIATION:

DEDICATION BY RIDER:	T-17-56-800-000	\$	9,787.51
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RESERVE FOR FEDERAL & STATE GRANT:	6-01-41-701-299	\$	40,212.49
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CAPITAL ORDINANCE:

PO# 16-01466

Dated: June 14, 2016



ROBERT LAW
CHIEF FINANCIAL OFFICER

SHARED SERVICES AGREEMENT BETWEEN THE CITY OF WOODBURY AND EAST GREENWICH TOWNSHIP FOR THE USE OF WOODBURY'S STREET SWEEPER

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement" or "Agreement"), dated this 14 day of JUNE, 2016, by and between the **CITY OF WOODBURY** (hereinafter referred to as "Woodbury"), a body politic and corporate of the State of New Jersey, and **EAST GREENWICH TOWNSHIP** (hereinafter referred to as "EGT"), a body politic and corporate of the State of New Jersey, and;

RECITALS

WHEREAS, EGT is in need of the use of a street sweeper; and

WHEREAS, Woodbury has a street sweeper that they are willing to share with EGT as part of the consideration for the purchase by Woodbury of a recycling truck from EGT; and

WHEREAS, *N.J.S.A. 40A:65-1, et seq.* specifically authorizes local government units, including, but not limited, to municipalities to enter into agreements for the provision of shared services; and

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, Woodbury and EGT hereby agree as follows:

AGREEMENT

1. **Use of Street Sweeper**: Woodbury shall make available to EGT, Woodbury's street sweeper and an operator on an "as needed" basis subject to the availability of the street sweeper and a Woodbury operator. Woodbury will make the street sweeper available to EGT no more than 12 days over the period June 15, 2016 through June 14, 2017.
2. **Maintenance, Storage and Insurance**: Woodbury shall be responsible for all maintenance, storage and insurance of its street sweeper. EGT shall be responsible for the fuel.
3. **No Agency Relationship**. Neither EGT, nor Woodbury, intends by this Shared Services Agreement to create any agency relationship other than that which is specifically required by the Uniform Shared Services Consolidation Act, *N.J.S.A. 40A:65-1, et seq.*, for the limited purpose of the provision of the goods and/or services by Woodbury.
6. **Compliance with Laws and Regulations**. EGT and Woodbury agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, statutes, ordinances, rules, regulations, and other governmental requirements, which may be

applicable to the goods being supplied or, the services being performed, as described and set forth in this Shared Services Agreement.

7. **Miscellaneous.**

- a. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
- b. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of, and shall be binding upon, EGT and Woodbury, and their respective successors and assigns.
- c. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
- d. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document, and all of which shall constitute but one and the same instrument.
- e. **Prevention of Performance.** In the event that Woodbury is prevented from performing under this Shared Services Agreement due to mechanical issues or circumstances beyond its control, then any obligations owed by Woodbury hereunder shall be suspended without liability for the period during which Woodbury is so prevented.
- f. **Entire Agreement.** This Shared Services Agreement sets forth all promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written, between the parties hereto.
- g. **Further Assurances and Corrective Instruments.** The parties shall execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting and inadequate or incorrect description of the subject matter of this Shared Services Agreement, or correct any inconsistent or any ambiguous term hereof.
- h. **Headings.** The article section headings in this Shared Services Agreement are included herein for convenience of reference only, and are not intended to define or limit the scope of any provision of this said agreement.
- i. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this said agreement.
- j. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

8. **Effective Date.** This Agreement shall be effective as of June 15, 2016, which date shall be considered the commencement date of this Agreement.

ATTEST:



ROY A. DUFFIELD
City Clerk

[Seal]

CITY OF WOODBURY



WILLIAM J. VOLK, JR.
Mayor

ATTEST:



SUSAN COSTILL
Township Clerk

[Seal]

EAST GREENWICH TOWNSHIP



DALE ARCHER
Mayor