

RESOLUTION 2021-196


**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
MAGNOLIA AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF RUNNEMEDE RELATIVE TO THE SERVICES OF THE
QUALIFIED PURCHASING AGENT PURSUANT TO N.J.S.A. 40A:65-1 ET SEQ**

WHEREAS, N.J.S.A. 40:8A-1 et al. and N.J.S.A. 40A:11-10 et al. authorizes contracting units to enter into a Shared Services Agreement; and


NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Magnolia, County of Camden, State of New Jersey, that the Mayor is hereby authorized to execute a Shared Services Agreement with the Borough of Runnemede for the utilization of the services of the Qualified Purchasing Agent.

BE IT FUTHER RESOLVED, that the term of this agreement shall be from January 1, 2022 through December 31, 2024.

ADOPTED: December 16, 2021



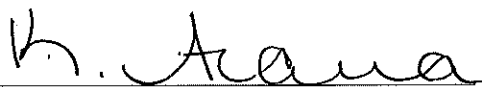
Krystel M. Arana
Deputy Municipal Clerk



Betty Ann Cowling-Carson
Mayor

CERTIFICATION

I, Krystel M. Arana, Deputy Municipal Clerk of the Borough of Magnolia, County of Camden, State of New Jersey, do hereby certify that the foregoing Resolution 2021-196 was duly adopted by the Mayor and Council of the Borough of Magnolia at a regular meeting held on Thursday, December 16, 2021.



Krystel M. Arana
Deputy Municipal Clerk

**SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF
MAGNOLIA AND THE BOROUGH OF RUNNEMEDE
RELATIVE TO THE SERVICES OF A QUALIFIED PURCHASING AGENT**

This Agreement is entered into on the 1 day of January, 2022 by and between the Borough of Magnolia, with offices located at 438 West Evesham Avenue, Magnolia, New Jersey, 08049 (hereinafter referred to as "Magnolia") and the Borough of Runnemede, 24 North Black Horse Pike, Runnemede, New Jersey, 08078, (hereinafter referred to as "Runnemede") subject to Resolutions of each municipality which will adopt said Agreement.

WITNESSETH

WHEREAS, the *Uniform Shared Services and Consolidation Act* (N.J.S.A. 40A:65-1 et seq.) provides that local units of government may enter into a contract for the joint provision of any service which either party to said Agreement is empowered to render or perform within its own jurisdiction; and

WHEREAS, N.J.S.A. 40A:11-9 specifically authorizes municipalities to enter into a shared services agreement with another municipality for the services of a Qualified Purchasing Agent ("QPA"); and

WHEREAS, the Mayor and Council of Magnolia, and the Mayor and Council of Runnemede, are consistently exploring options available to obtain cost savings for Borough residents in the performance of various services, while still maintaining quality of performance and a high level of professionalism; and

WHEREAS, in furtherance of this mission, the Mayor and Council of Runnemede are desirous of entering into a Shared Services Agreement with Magnolia to utilize the services of the QPA for Magnolia, who holds a Qualified Purchasing Agent certificate, as the QPA for Runnemede; and

WHEREAS, the term of the Shared Services Agreement shall be three (3) years, with the option to renew, which options shall be exercised by resolution of each respective governing body and shall become effective January 1, 2022; and

WHEREAS, the proper and respective municipal officials are authorized to execute this Agreement pursuant to Ordinance and/or Resolution adopted or to be adopted by Magnolia and Runnemede.

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

I. Scope of Services

Magnolia agrees to provide Runnemede with a Qualified Purchasing Agent ("QPA") pursuant to Local Finance Notice 2018-03R, N.J.S.A. 40A:11-9 et seq.

and N.J.A.C. 5:34-5.1 et seq. The QPA shall be the individual duly assigned the authority, responsibility and accountability for the purchasing activity of the contracting unit, and who possesses a qualified purchasing agent certificate.

II. Compensation to Magnolia

- A. Runnemede shall pay \$5,100.00 (Five Thousand One Hundred Dollars) to Magnolia for providing said QPA services for the term of the agreement in quarterly installments of \$1,275.00 (One Thousand Two Hundred Seventy Five Dollars).
- B. Magnolia is the sole employer of the QPA and shall be responsible for compensation to the QPA, for all QPA services provided. Runnemede shall not be responsible for any additional compensation to Magnolia (nor to the QPA) for QPA services rendered except as provided in this Agreement.

III. Terms of this Agreement

- A. The term of this Agreement shall be for three (3) years commencing on January 1, 2022 and terminating on December 31, 2024 unless terminated pursuant to the terms herein.
- B. This agreement shall be cancellable without cause upon ninety (90) days prior written notice by either party to this Agreement.
- C. Beyond the term of this Agreement, the parties agree that should a subsequent Agreement not be entered into, Magnolia will continue to provide services for a transition period of up to one hundred twenty (120) days, if requested in writing by Runnemede. Compensation for said transition period services will be on a proportional, pro rata basis based upon the fee then in effect.

IV. Liaison and Mediation

Magnolia and Runnemede agree that their respective Directors of Finance and Administration of their Borough Councils shall act as liaison to the other municipality relative to any issue that may arise under the terms of this Agreement. Except for appointment of staff as hereinabove noted, should an impasse occur between the parties relative to this Agreement, that issue shall be submitted to mediation.

V. Audit and Inspection

Magnolia and Runnemede agree to permit each other and/or their agents to examine any and all records relevant to this Agreement and shall make the same available

upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

VI. Indemnification

- A. Runnemedede shall indemnify, hold harmless and defend Magnolia, its elected officials, employees, officers, agents and professionals from and against all liability, claims, suits, losses, damages, costs and demands (each a "claim") on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement unless such claim is the result of the intentional or negligent conduct of Magnolia, its elected officials, employees, officers, agents and professionals.
- B. Magnolia shall indemnify, hold harmless and defend Runnemedede, its elected officials, employees, officers, agents and professionals from and against all liability, claims, suits, losses, damages, costs and demands (each a "claim") on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement unless such claim is the result of the intentional or negligent conduct of Runnemedede, its elected officials, employees, officers, agents and professionals.

VII. Notices

All notices hereunder shall be in writing and sent via Certified Mail, Return Receipt Requested for Magnolia to the Borough Clerk, Borough of Magnolia, 438 West Evesham Avenue, Magnolia, New Jersey, 08049; and for Runnemedede to the Borough Clerk, Borough of Runnemedede, 24 North Black Horse Pike, Runnemedede, New Jersey, 08078. Service may also be effected by other customarily accepted methods of delivery with confirmed receipt.

VIII. Effective Date

This Agreement shall become effective and commence upon approval of both parties through adoption of Resolution as well as any other agency or person that must by law approve this Agreement and/or the QPA Services to be provided by Magnolia to Runnemedede.

IX. Miscellaneous

A. Construction of this Agreement

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

B. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

C. Headings

This Section and any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral Agreements related to this undertaking set forth herein.

F. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without the prior written permission of the non-assigning party.

G. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

H. Funding

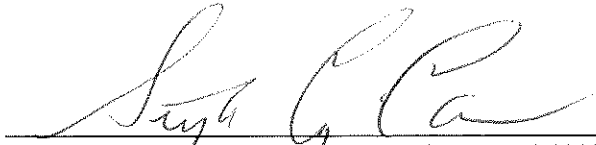
In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

I. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

BOROUGH OF MAGNOLIA

By: 
BETTYANN COWLING-CARSON, MAYOR

DATED: 12/16/2021

ATTEST:

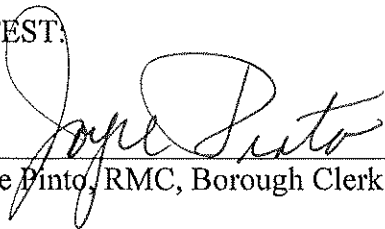

Krystel Arana, Deputy Borough Clerk

BOROUGH OF RUNNEMEDE

By: 
NICK KAPPATOS, MAYOR

DATED: 12/17/21

ATTEST:


Joyce Pinto, RMC, Borough Clerk