

RESOLUTION 2021-197

**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
CERTIFIED PUBLIC WORKS MANAGER 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

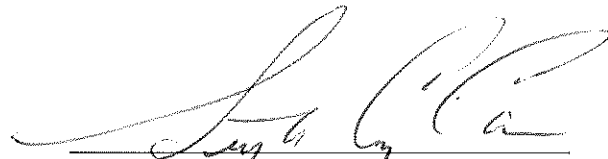
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Magnolia, County of Camden, State of New Jersey, that the Mayor is hereby authorized to execute a Shared Services Agreement with the Borough of Runnemede for the utilization of the services of the Certified Public Works Manager.

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

ADOPTED: December 16, 2021



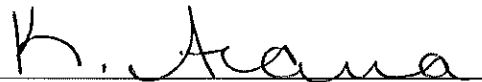
Krystel M. Arana
Deputy Municipal Clerk



BettyAnn 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 2021-197 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 SERVICE AGREEMENT BY AND BETWEEN THE BOROUGH OF
RUNNEMEDE AND THE BOROUGH OF MAGNOLIA FOR UTILIZATION OF A
CERTIFIED PUBLIC WORKS MANAGER**

THIS SHARED SERVICES AGREEMENT is effective January 1, 2022 by and between the Borough of Runnemede, a municipal corporation of the State of New Jersey, located at 24 North Black Horse Pike, Runnemede, NJ, 08078, hereinafter referred as "Runnemede" and the Borough of Magnolia, a municipal corporation of the State of New Jersey, located at 438 West Evesham Avenue, Magolia, New Jersey, 08049, hereinafter referred to as "Magnolia".

WITNESSETH

WHEREAS, Magnolia desires to enter into a Contract with Runnemede for the provision of supervisory services for its Department of Public Works through the utilization of Runnemede's Certified Public Works Manager, Harry Wozunk II; and

WHEREAS, the Runnemede amenable to providing supervisory services to and for the Magnolia Department of Public Works for a fee and certain specified conditions; and

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. permits local units of this State to enter into contract with any other local unit for the joint provisions within their combined jurisdictions of any service which any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, Runnemede and Magnolia have authorized and approved of this Agreement by Resolution duly adopted pursuant to N.J.S.A. 40A:65-1 of the Uniform Shared Services Consolidation Act.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Term.** This agreement shall take effect January 1st, 2022 and continue for a period of twelve (12) months therefrom. The parties shall notify each other of

their intent to renew this agreement by December 1, 2022. If renewed, the monthly payment shall increase by 2% effective January 1, 2023.

2. Scope of Services. Runnemedede shall provide supervisory services to Magnolia through the use of Runnemedede's Certified Public Works Manager Harry Wozunk II, ("Wozunk") according to the terms and conditions set forth below:

- a. Runnemedede will provide a Certified Public Works Manager to provide supervision over the Magnolia Department of Public Works who shall perform, schedule & oversee the required Public Works functions of Magnolia for no less than fifteen (15) hours per week, Monday through Friday, holidays excluded, to be exercised at the discretion of Wozunk.
- b. The CPWM shall:
 - 1) develop, administer, and implement a variety of public works programs including but not limited to the construction, reconstruction, and improvement of streets, roads, bridges, public buildings, sewer facilities, recreation facilities.
 - 2) establish priorities among work programs and implements plans.
 - 3) manage work operations and/or functional programs, have responsibility for employee evaluations, effectively recommend the hiring, firing, promoting, demoting, and/or disciplining of employees.
 - 4) Supervisory duties shall include coordinating the work plans of various functional units, in addition to preparing, inspecting, and approving plans and specifications as needed.
 - 5) Consult with general contractors on construction projects. Assist and make recommendations into the annual capital improvement projects.
 - 6) Direct studies of public works functions. Administer and supervise the sewage treatment collection system and storm

water collection system. Establish and oversee the design criteria for the improvement, constuction, and reconstruction of roads and drainage facilities.

- 7) Review and approve, in conjunction with , and the assistance of, the Magnolia Borough Engineer, engineering plans and specifications prior to implementation.
- 8) Supervise the use of equipment.
- 9) Supervise the maintenance of records and files.
- 10) Prepare reports and correspondence as needed.

c. Wozunk shall be on call on a 24/7 basis unless otherwise notified by Wozunk regarding his unavailability.

3. **Fees.** Runnemedede shall charge Magnolia the flat rate sum of **\$5018.67** per month the aforesaid services.
4. **Billing and Payment.** Magnolia shall make make monthly payment set forth herein on a monthly basis.
5. **Liability.** Magnolia shall be responsible for acts of negligence and insurance and indemnify Wozunk and Runnemedede during the term of this shared Service Agreement, consistent with the provisions of the New Jersey Tort Claims Act, N.S.J.A.59:1-1 st seq., arising out of or related to performance of any activity under the terms of this agreement.
6. **Contract Changes.** The parties may reach a mutual agreement to extend the term of this agreement. Each party shall notify the other in writing twenty (20) days before expiration of this agreement if it desires to continue services and/or negotiate a new contract.
7. **Filing of Shared Services Agreement.** An executed copy of this standard Department of Community affairs cover sheet along with the fully executed Shared Service Agreement shall be forwarded to the Division of Local

Government Services either via e-mail to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services, PO Box 803, Trenton, NJ 08625-803. Attention: Shared Services.

8. **Miscellaneous.**

- a. Construction of Agreement: The parties acknowledge that this contract was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.
- b. Modifications: This contract 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 contract are for reference only and shall not affect the meaning and interpretation of this contract.
- d. Severability: The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this contract shall be binding upon all parties hereto.
- e. Entire Agreement: This contract shall constitute the entire agreement of the parties and it is acknowledged that there is no side or oral agreement relating to the under taking set forth herein.
- f. Assignability: This contract and all rights, duties and obligations may not be assigned by any party hereto.
- g. Waiver: It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this contract by either of the parties shall not be construed as a waiver of those provisions.
- h. Governing Law: This contract shall be construed and governed in accordance with the laws of the State of New Jersey and any disputes under this contract shall be heard in a court competent jurisdiction in the State of New Jersey.

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 Runnemede in:


Joyce Pinto, Borough Clerk
Borough of Runnemede
24 North Black Horse Pike
Runnemede, NJ 08078

b. The designated municipal representative for Magnolia is:

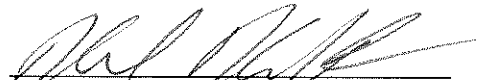
Krystal Arana, Deputy Municipal Clerk
Borough of Magnolia
438 W. Evesham Ave.
Magnolia, NJ 08049

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:

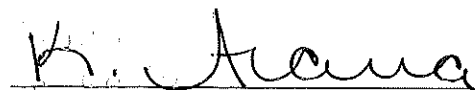


Joyce Pinto, Municipal Clerk
Borough of Runnemede
Date: 12/7/21




Nick Kappatos, Mayor
Borough of Runnemede
Date: 12/7/21

ATTEST:



Krystal Arana, Deputy Municipal Clerk
Borough of Magnolia
Date: 12/16/2021



BettyAnn Cowling-Carson, Mayor
Borough of Magnolia
Date: