

CITY OF VINELAND

RESOLUTION NO. 2018-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY FOR PROVISION OF HAULING AND/OR BROKERING SERVICES FOR CITY OF VINELAND OWNED METAL AND WIRE CONTAINERS.

WHEREAS, THE Cumberland County Improvement Authority (CCIA) has as one of its many goals, the collection of metal for recycling as a means of improving the environment and promoting clean communities; and

WHEREAS, the Vineland Municipal Electric Utility as well as other departments of the City have scrap metals and wire that can be recycled and provide income to the City while enhancing the quality of life through the protection of waters and lands from pollution; and

WHEREAS, the City Council of the City of Vineland finds it to be in the best interest of the City to enter into a Shared Services Agreement with the CCIA for the collection and/or brokerage of the metals not needed for public purposes; and

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination than separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the collection and/or brokerage of scrap metals and wire no longer needed by the City of Vineland by way of a Shared Services Agreement.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute a Shared Services Agreement with the Cumberland County Improvement Authority for the collection/hauling of scrap metals and wire not needed for public purposes and for the brokerage of the collected materials at a commission of 15% of the net revenue generated from the sale of said materials to offset the costs for hauling and /or brokering the materials in the form as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

**SHARED SERVICES AGREEMENT
BETWEEN
THE CITY OF VINELAND
AND
THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY**

**FOR THE PROVISION OF HAULING AND/OR BROKERING SERVICES FOR
VINELAND MUNICIPAL ELECTRIC UTILITY OWNED METAL AND WIRE
CONTAINERS**

THIS AGREEMENT made this _____ day of _____, 2018, (“Effective Date”) by and between the City of Vineland, a body corporate and politic of the State of New Jersey, having its principal offices located at 640 East Wood Street, Vineland, New Jersey 08360 (“City” or “Vineland”) and the Cumberland County Improvement Authority, having its principal offices located at 2 North High Street, Millville, New Jersey 08332, (“CCIA”), collectively referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

Whereas, the City of Vineland, through the Vineland Municipal Electric Utility (“VMEU”) utilizes metal and wire containers at its municipal electric plant; and

Whereas, the City seeks an efficient method for disposal and recycling of the containers; and

Whereas, the CCIA possesses the ability to haul, transport, and broker these containers to other end users (the “Services”); and

Whereas, in an attempt to identify cost saving measures, the City and the CCIA have discussed specific areas where services can be shared; and

Whereas, to that end, the City and the CCIA have negotiated this Shared Services Agreement between the City of Vineland and the Cumberland County Improvement Authority (“Agreement”) with respect to the Services; and

Whereas, the Parties have the legal authority to enter into this Agreement under the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65 et seq. (the “Act”); and

Now, Therefore, and in consideration of mutual promises, agreements and other considerations made by and between the Parties, the City and the CCIA do hereby agree as follows:

damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the negligent performance of or any act or omission of the City or its employees under this Agreement.

B. The CCIA shall indemnify and hold the City, its governing body, its officers, employees, and agents harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the negligent performance of or any act or omission of the CCIA or its employees under this Agreement.

C. No Service providers subject to this Agreement shall be considered employees, agents or assigns of the City.

VIII. ASSIGNMENT.

This Agreement shall not be assignable by either Party, except upon written agreement signed by both Parties.

IX. REMEDIES.

A. Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by mediation. If a dispute between the CCIA and the City arises during the course of this Agreement, the Parties will make a good faith effort to resolve the dispute through non-binding mediation.

B. Performance Pending Mediation. During mediation proceedings, the CCIA and the City shall continue to perform all duties and responsibilities described in this Agreement subject to the terms of Paragraph V herein.

C. When Mediation May be Demanded. Prior to either Party submitting a demand for mediation, the aggrieved Party shall attempt to resolve the problem directly with the other Party. The aggrieved Party shall submit a written notice of dispute to the other Party. The receiving Party shall respond in writing.

D. Demand for mediation of any claim shall not be made until the earlier of the following:

1. Five (5) business days after the receiving Party has provided its written response to the aggrieved Party's notice of dispute; or
2. Thirty (30) days have passed after submission of the original, written notice of dispute by the aggrieved Party and the receiving Party has not responded.
3. If the written response from the receiving Party does not resolve

the mediator and to the other party. Thereafter, any Party may submit the dispute to the Superior Court of New Jersey, Cumberland County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

J. Should any dispute arise pertaining to any Invoice issued by the CCIA, the City shall provide written notification of such dispute within five (5) business days of receiving the Invoice. Notwithstanding the provision of written notice of a dispute, the City shall render performance in accordance with Paragraph III. The Parties shall work together to negotiate in good faith a reasonable resolution with regards to the dispute. If the Parties are unable to reach a resolution, the Parties shall act in accordance with this Paragraph. If through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Party having received the payment shall forthwith repay the excess.

X. INSURANCE.

At all times during the term of this Agreement, the CCIA shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance. The CCIA shall be obligated to pay for the cost of all such insurance and shall name the City as an additional insured.

XI. WAIVER.

In the event that any provision which is contained in this Agreement shall be breached by either Party and thereafter such breach shall be waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

XII. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the City or the CCIA, in his or her individual capacity, and neither the officers, agents or employees of the City and the CCIA, nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

XIII. MISCELLANEOUS.

A. Relationship Between the Parties. Pursuant to the Act, any Party performing a service under this Agreement is the general agent of any other Party on whose behalf that service is performed, and that agent-Party has full powers of performance and maintenance of the service contracted for, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under the agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Party

CONSOLIDATION ACT.

In accordance with N.J.S.A. 40A:65 *et seq.*, this Agreement shall be filed with the Division of Local Government Services.

ATTEST

CITY OF VINELAND

Dated:

ATTEST

CUMBERLAND COUNTY
IMPROVEMENT AUTHORITY

Dated: