

CITY OF VINELAND

RESOLUTION NO. 2018-353

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY IN ACCORDANCE WITH THE SHARED SERVICES AND CONSOLIDATION ACT N.J.S.A. 40A:65-1 ET SEQ. FOR PROVIDING FOR THE REMOVAL AND REPLACEMENT OF THE ENGINE ROOM FLOOR AT VINELAND FIRE STATION #3, FOREST GROVE ROAD.

WHEREAS, the City has determined the need for the replacement of the Engine Room Floor at Vineland Fire Station #3 located on Forest Grove Road; and

WHEREAS, the Cumberland County Improvement Authority (CCIA) has purchase agreements/contracts with vendors who provide competitive pricing for the removal and replacement of the Engine Room Floor at Vineland Station #3; further the CCIA would oversee the project in its entirety; 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 then 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 intend upon entering into a Shared Services Agreement for the removal and replacement of the Engine Room Floor at Vineland Station #3, in an amount of \$69,054.00; and

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the removal and replacement of the Engine Room Floor at Vineland Station #3.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement with the Cumberland County Improvement Authority vendors for the removal and replacement of the Engine Room Floor at Vineland Station #3 in the form and substance as is contained in the agreement attached hereto and made a part thereof.

Adopted:

President of Council

ATTEST:

City Clerk

**REQUEST FOR RESOLUTION
FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$17,500.00)**

8.23.18

(DATE)

1. Goods or Services (detailed description): Remove and Replace the Engine Room Floor @ City of Vineland Fire Department- Station # 3-185 Forest Grove Road, Vineland, NJ.

2. Amount to be Awarded: ~~\$59,115.00~~ 69,054.00

- Encumber Total Award
- Encumber by Supplemental Release

3. Budgeted: By Ordinance No. 2017-64 Fire Department
Or Grant: Title & Year _____

4. **Account Number to be Charged: 021-0-00-00-0000-2-5518639

5. Contract Period (if applicable): N/A

6. Date to be Awarded: September 11, 2018

7. Recommended Vendor and Address: Cumberland County Improvement Authority

8. 2 North High Street, Millville, NJ 08332

9. Justification for Vendor Recommendation:(attach add'l information for Council review)
Cumberland County Improvement Authority has purchase agreements/ contracts with vendors who provide very competitive pricing. Further the CCIA oversees the project in its entirety.

Type of Contract: State National Regional County

Vendor's Cooperative Contract # N/A

10. Evaluation Performed by: N/A

11. Approved by: Luigi Tramontana Jr.

12. Attachments:
 Awarding Proposal
 Other: _____

- **Send copies to: Purchasing Department
Business Administration**

****If more than one account #, provide break down**

PROPOSAL

Cumberland County Improvement Authority

2 N High St
Millville, NJ 08332
856-825-3700 Ext 1240
npacitto@ccia-net.com

September 5, 2018
2018090501

Bill To:

City of Vineland
Attn: Chief Tramontana, Fire Department
110 N Fourth St
Vineland, NJ 08360

DESCRIPTION	AMOUNT
Fire Truck bays	\$ 50,000.00
Epoxy Floor	\$ 9,950.00
Epoxy Lines (\$5/foot x 150') *rough estimate of length	\$ 750.00
Seamless Base (\$10/foot x 150) *rough estimate of length	\$ 1,500.00
Exterior Concrete Repair	\$ 5,500.00
Administrative fee 2%	\$ 1,354.00
Due upon receipt	
Total	\$ 69,054.00

Please sign below for acceptance of work.

Signature

Date

Print Name

Title

Thank you for your business!

SHARED SERVICES AGREEMENT

BETWEEN

CITY COUNCIL OF THE CITY OF VINELAND AS THE REDEVELOPMENT ENTITY

AND

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

This agreement is made this _____ day of _____, 2018, by and between the Cumberland County Improvement Authority, a body corporate, organized and existing under the Laws of the State of New Jersey having its principal offices at Main Street, Millville, New Jersey (hereinafter referred to as “CCIA”) and the City of Vineland, a municipal entity of the State of New Jersey, having its principal offices located at 640 E. Wood Street, Vineland, New Jersey 08360 (hereinafter sometimes referred to as “City”).

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.

The City of Vineland Fire Department-Station No. 3 located at Forest Grove Road has damage to the engine flooring requiring it to be removed and replaced with concrete capable of storing fire apparatus thereon (Service).

The CCIA has purchase agreements/contracts with vendors who provide very competitive pricing including concrete and masonry contractors capable of performing the Service for the City of Vineland.

The parties recognize that economies of scale and greater efficiencies may be achieved by entering into a shared service agreement to have such services performed between them on a basis that increases efficiency and economy.

The CCIA and City are authorized pursuant to the Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et seq. to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit could perform on its own;

NOW THEREFORE, in consideration of the mutual promises, agreements, and undertakings as set forth herein, the CCIA and City agree as follows:

1. Consistent with the terms of this agreement, the CCIA agrees to provide concrete and masonry contractors presently under contract with the CCIA to remove and reconstruct the engine room flooring at the City of Vineland Fire Department Station No. 3 at a cost not to exceed \$69,054.00

2. Full plans and specifications shall be prepared by the CCIA in accordance with this Agreement.

3. The CCIA shall maintain or cause to be maintained by its contractors all-risk and comprehensive general liability insurance covering and insuring against losses or damages to third parties due to defective or negligent performance of work under this Agreement and/or damages or losses to third parties for any reason directly or indirectly related to the ownership of the Properties. The CCIA shall further maintain or cause to be maintained by its contractors Workers Compensation coverage for all employees providing the Service. The CCIA shall provide a Certificate of Coverage evidencing that appropriate insurance coverage on behalf of the other is in full force and effect.

INDEMNIFICATION

1. The CCIA shall indemnify and shall hold the City, the members of its governing body, and its officers, agents, servants, and employees harmless and defend 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 alleged defective work or dangerous conditions arising from or related to Services being provided by the CCIA in accordance with this Agreement.

REMEDIES

1. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will be made and an exchange of information between the parties shall be made without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties agree to settle the dispute by mediation administered by the American Arbitration Association.

2. Any unresolved controversy or claim arising from or related to this contract shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and a judgment on any award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Shared Services 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 or the CCIA nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of

the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

MISCELLANEOUS

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

3. 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 holding shall not invalidate or render unenforceable any other provision hereof.

4. 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.

5. Entire Agreement. This Shared Services Agreement sets forth all the 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.

6. Further Assurances and Corrective Instruments. Each Local Unit 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 any inadequate or incorrect description of the Redevelopment Project or the rights and responsibilities related to this Agreement or to correct any inconsistent or ambiguous term hereof.

7. Headings. The Article and 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 Shared Services Agreement.

8. 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 Shared Services Agreement.

9. 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.

COMPENSATION

Neither the CCIA nor the City shall be required to pay any annual payment to the other under this Agreement. All services provided under this Agreement including but not limited to engineering services, legal services, technical services, including testing and analyses, shall be paid by the CCIA.

In accordance with N.J.S.A. 40A:65-1, *et seq.* this Agreement shall be filed with the Division of Local Government Services.

ATTEST

**CUMBERLAND COUNTY
IMPROVEMENT AUTHORITY**

Secretary of the Authority

Chairman of the Authority

ATTEST

CITY OF VINELAND

Municipal Clerk

Mayor Anthony R. Fanucci