

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2023-62

Resolution Authorizing Shared Services Agreement for Qualified Purchasing Agent

WHEREAS, the Carneys Point Township Sewerage Authority (“CPTSA”) is in need of a Qualified Purchasing Agent (“QPA”); and

WHEREAS, the CPTSA and the County of Salem (“Salem”) would like to enter into a Shared Services Agreement, pursuant to N.J.S.A. 40A:65-1, et seq., for purposes of sharing the services of the QPA; and

WHEREAS, the Shared Services Agreement will be effective from January 1, 2024 through December 31, 2026; and

WHEREAS, the Shared Services Agreement has been attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the CPTSA that the Chairman, on behalf of the CPTSA, is authorized to execute the Shared Services Agreement, attached hereto as Exhibit A, with Salem.


Kenneth Brown, Authority Chairman

Date of Adoption: November 21, 2023

Committee	Moved	Seconded	Y	N	Abstain	Absent
Mr. Bomba		✓	✓			
Mr. Basile			✓			
Mr. Brown			✓			
Mr. Newton	✓		✓			
Dr. Racite			✓			

**SHARED SERVICE AGREEMENT TO PROVIDE
QUALIFIED PURCHASING AGENT CONSULTATIVE SERVICES**

by the

COUNTY OF SALEM, NEW JERSEY

to

CARNEYS POINT SEWERAGE AUTHORITY

Dated: December 6, 2023

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THIS AGREEMENT ("Agreement"), dated this 6th day of December 2023, by and between the Carneys Point Sewerage Authority, a local unit of government of the County of Salem, State of New Jersey ("Authority" or "Local Unit" hereinafter), and the County of Salem, a body politic and corporate of the State of New Jersey ("County").

RECITALS

WHEREAS, the County is a body politic and corporate of the State of New Jersey with main offices located at 110 Fifth Street, City of Salem, New Jersey 08079; and

WHEREAS, Carneys Point Sewerage Authority is a body politic and corporate with main offices located at, 303 Harding Hwy, Carneys Point, New Jersey 08069; and

WHEREAS, the County maintains a Shared Service Qualified Purchasing Agent agreement, in accordance with the State of New Jersey, Department of Community Affairs, Division of Local Government Services Chapter 44, Public Law 1999; and

WHEREAS, Carneys Point Sewerage Authority has sought the ability to use the Salem County Qualified Purchasing Agent shared service agreement as a resource and reference for their Chief Finance Officer; and

WHEREAS, in consideration of the specified financial contributions set forth below by Carneys Point Sewerage Authority for the service as the set forth herein, the County of Salem is willing to furnish such services for residents and persons present in Carneys Point Sewerage Authority under the following conditions; and

WHEREAS, the County of Salem and Carneys Point Sewerage Authority recognize that the Uniformed Shared Services and Consolidation Action c 63, P. L. 2007 (As amended by c. 55, P. L. 2011), specifically authorizes local government units, including counties, municipalities and authorities, to enter into Shared Service Agreements.

NOW, THEREFORE, IT IS AGREED the County of Salem shall provide Qualified Purchasing Agent Consultative Services on behalf of customers of Carneys Point Sewerage Authority as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

(a) Qualified Purchasing Agent Services.

The County of Salem agrees to maintain a Shared Service Qualified Purchasing Agent agreement to provide consultative services to Carneys Point Sewerage Authority for a three (3) year period beginning January 1, 2024 through December 31, 2026 with such services to include the following:

- i. Providing Carneys Point Chief Financial Officer and other Authority personnel updates regarding changes to the N. J. S. A. 40A:11 Local Public Contracts Law and recommended purchasing practices consistent with the same quality and frequency of updates provided to Salem County Department Heads; and
- ii. Responding to phone and e-mail questions and inquiries regarding public purchasing matters including but not limited to best practices; utilization of New Jersey State Contracts and Cooperative Purchasing Agencies; competitive contracting; Edmunds System Accounts Payable module for purchase requisitions, vendor maintenance and purchase orders, etc.; and
- iii. Reviewing Requests for Proposals, Bids, Shared Services Agreements, Resolutions, and other purchasing documents prepared by the Authority personnel for compliance with Local Public Contracts Law.

3. INSURANCE.

Each party shall maintain a general liability insurance policy with a limit of not less than \$1,000,000 to protect it from liability claims.

Neither the County nor the Local Unit intend an agency, master to servant, or employment relationship to be created by this Agreement.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of three (3) years commencing on January 1, 2024 through December 31, 2026.

D. COMPENSATION.

1. In consideration of its services, the Local Unit shall pay the County of Salem the following annual contributions. Payments will be made on a quarterly basis in accordance with the schedule noted below:

		Feb 01	May 01	August 01	Nov 01
2024	\$ 3,247.31	\$811.82	\$811.82	\$811.82	\$811.82
2025	\$ 3,312.26	\$828.06	\$828.06	\$828.06	\$828.06
2026	\$ 3,378.51	\$844.63	\$844.63	\$844.63	\$844.63

2. Any request for onsite services at Carneys Point Sewerage Authority, in person attendance at meetings and or preparation of documents, will be billed separately at an hourly rate of \$80.00 and will be done outside of normal business hours for Salem County's Qualified Purchasing Agent.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The County of Salem and the Local Unit agrees that it will, at its own cost and expense, promptly comply with, or cause to be complied with all laws, rules, regulations, and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

F. OPTION TO EXTEND TERM.

The Authority has the right and may exercise an option not later than 30 days before the expiration of the duration of this Agreement to extend the term of the Agreement at the final year's fee to the County with a two percent (2%) annual increase, payable annually during the duration of option time period, for an additional three (3) years.

G. AMENDMENT.

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

d. SERVERABILITY.

In the event that any provision of this 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.

I. ENTIRE AGREEMENT.

This 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.

J. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS.

Carneys Point Sewerage Authority and the County shall execute, acknowledge and deliver, or cause to be executed, any such instruments as may be reasonably required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguities of this Agreement.

K. HEADINGS.

The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

L. NON-WAIVER.

It is understood and agreed that nothing which is contained in this 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 Agreement.

M. GOVERNING LAW.

The terms of this Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

N. EQUIPMENT.

The County of Salem shall retain ownership of any and all equipment purchased to facilitate the services to the Local Unit.

J. PARTICIPATION AND COOPERATION.

Carneys Point Sewerage Authority and the County of Salem, its agents, officers and employees inclusive, agree to participate in good faith in this Agreement and to cooperate fully to enhance the services to be rendered to the customers of Carneys Point Sewerage Authority by the County of Salem.

P. LEGAL AUTHORITY.

Local units, including Counties, Authorities and Municipalities may enter into mutually beneficial Shared Service Agreements according to the Uniformed Shared Services and Consolidation Act c 63, P. L. 2007 (As amended by c 55, P. L. 2011).

Q. MEDIATION/ARBITRATION.

Either party to this Agreement may demand that a dispute be submitted to non-binding mediation. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation. If a dispute between the County of Salem and Carneys Point Sewerage Authority arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation. The Mediator shall be a retired Superior Court Judge mutually agreed upon by the parties. The Mediator's fee shall be split equally between the parties.

In the event mediation is unsuccessful, the parties shall submit their dispute to binding arbitration before the American Arbitration Association with the cost thereof to be divided evenly between them.

R. TERMINATION.

Both parties agree that each shall possess the right to terminate this Agreement with ninety (90) days written notice without penalty. Any such notice made to the County shall be made in writing and submitted to the Salem County Administrator and the Qualified Purchasing Agent. Any notice to Carneys Point Sewerage Authority shall be in writing and submitted to the Chairperson and Authority Clerk.

S. EFFECTIVE DATE.

This Agreement shall be effective as of this 1st day of January 2024, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.

T. LIMITATION OF LIABILITY AND HOLD HARMLESS.

(a) Neither the COUNTY or CARNEYS POINT is responsible for the independent acts and/or omissions of the other PARTY, or their officers, employees, or agents. Each party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective personnel.

(b) Each PARTY shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that PARTY's acts or omissions of services or otherwise relating to the Qualified Purchasing Agent Consultative Services.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Freeholder Director, attested by its Clerk of the Board, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Carneys Point Sewerage Authority has caused this instrument to be signed by its Chairperson, attested by its Authority Clerk and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF SALEM

Stacy L. Pennington, Clerk of the Board

Benjamin H. Laury, Freeholder Director

ATTEST:

CARNEYS POINT SEWERAGE AUTHORITY



Patricia Willis, Authority Office Manager



Sewerage Authority, Chairman