SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2015-57

October 8, 2015

RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT
BETWEEN THE SALEM COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF
SALEM FOR PURCHASING AGENT SERVICES

WHEREAS, the Salem County Improvement Authority contends that it would benefit the
Authority to enter into a shared service agreement with the County of Salem to use the Salem
County purchasing agent for purchasing services; and

WHEREAS, N.J.S.A. 40A:85-4 permits the Authority to enter into a contract with the
County for shared services; and

WHEREAS, the proposed agreement has been reviewed by the Authority solicitor,
contains terms acceptable to the Authority and the County, and is attached hereto;

NOW THEREFORE BE IT HEREBY RESOLVED that the Salem County Improvement
Authority is authorized to enter into a shared service agreement with the County of Salem for
the services described above.

ATTEST:

Michael Brooks, Secretary

Robert Widdifield, Chairman

October 8, 2015
Date

CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Salem
County Improvement Authority at a meeting thereof held on October 8, 2015.

Michael Brooks, Secretary
AGREEMENT BETWEEN
THE COUNTY OF SALEM AND
THE SALEM COUNTY IMPROVEMENT AUTHORITY
FOR SHARED PURCHASING AGENT SERVICES

WHEREAS, the Uniform Shard Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes and empowers the County of Salem and the Salem County Improvement Authority to enter into this Agreement for shared purchasing agent services; now

THIS AGREEMENT is made this ______ day of ________________________, 2015, by and between:

The County of Salem, a body corporate and politic of the State of New Jersey, having an address of 94 Market Street, Salem, NJ 08079, hereinafter referred to as “County”; and

The Salem County Improvement Authority, a body corporate and politic of the State of New Jersey, having an address of 52 McKillip Road, P.O. Box 890, Alloway, NJ 08001-0890, hereinafter referred to as “SCIA”.

The terms and conditions of the Agreement are as follows:

1. SHARED PURCHASING AGENT SERVICES. This Agreement shall establish the terms and conditions of shared purchasing agent services between the County and SCIA.

2. SCOPE. The County shall employ a purchasing agent and any other needed personnel. These officials and personnel will serve both the County and SCIA. The County shall ensure that the purchasing agent complies with and fulfills all statutory and regulatory requirements for the position. The purchasing agent shall comply with the discretionary requirements of the SCIA board when working on SCIA assignments to the extent that they differ from the County’s discretionary purchasing agent requirements.

3. BEGINNING. This Agreement is governed by the provisions of the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., This Agreement shall become effective and commence on the date this Agreement is signed and approved by resolutions of both entities. On that date the functions, powers, and, duties, relating to SCIA’s purchasing agent shall be performed by the County pursuant to this Agreement.

4. OFFICE HOURS AND LOCATION. The County shall determine the office hours and terms of employment of the shared purchasing agent. This Agreement does not require any change in the hours or location of the County’s current purchasing agent.

5. COUNTY AS EMPLOYER. The County shall employ needed personnel required to conduct all purchasing agent services for the County and SCIA. Liability, unemployment and workers compensation insurance for employees, and all costs of providing same, shall be the responsibility of the County. If requested by SCIA, the County shall provide
proof of coverage satisfactory to the SCIA Risk Management Officer and/or any organizations or entities that provide insurance coverage for SCIA naming SCIA as an additional insured. The County shall make payment of compensation for all employees and all other costs of the shared purchasing agent.

6. **FEES.** SCIA shall not pay any fees for the purchasing agent services.

7. **FILE RETENTION AND ACCESS.** Records relating to all services performed on behalf of SCIA will be stored and maintained by SCIA.

8. **DURATION.** This Agreement is established for an initial term of two (2) years and shall continue indefinitely on a year to year basis unless terminated by either the County or SCIA adopting a resolution prior to September 1 of the second or any subsequent year withdrawing from the Agreement effective December 31 of that same year and after advance written notice to the other party prior to September 1 for the termination on December 31 of that same year.

   Notwithstanding any of the forgoing, either party may cancel this Agreement upon sixty days written notice.

9. **AGREEMENT TERMS.**

   a. The provisions of this Agreement shall be subject to modification from time to time and may be amended by mutual agreement, including the passing of duplicate resolutions when necessary by the respective municipalities.

   b. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only as provided in this Agreement.

   c. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

   d. Unless otherwise directed by either party, any notices with respect to this Agreement shall be sent as follows:

      If to the County:
      Clerk of the Salem County Board of Chosen Freeholders
      94 Market Street
      Salem, NJ 08079

      If to SCIA:
      Executive Director
      Salem County Improvement Authority
52 McKillip Road
P.O. Box 890
Alloway, NJ 08001-0890

The undersigned do represent with their signatures that the entity for which they are an elected or appointed official has duly adopted this Agreement pursuant to a valid resolution.

ATTEST:

________________________
Kevin Crouch, Clerk

COUNTY OF SALEM

By: Julie Acton, Director

SALEM COUNTY
IMPROVEMENT AUTHORITY

ATTEST:

________________________
Michael Brooks, Secretary

By: Robert Widdifield, Chairman