

RESOLUTION #52-2013  
AUTHORIZING SHARED SERVICES AGREEMENT FOR  
BLACK SEAL BOILER OPERATOR SERVICES BETWEEN  
THE CITY OF MARGATE CITY AND THE  
MARGATE CITY BOE

**WHEREAS**, the City of Margate City pursuant to Ordinance #21 of 2012 is in the process of accepting title to Block 322, Lot 1, of the City of Margate City, same being the property commonly known as Union Avenue School, located at 9001 Winchester Avenue, Margate City, New Jersey; and

**WHEREAS**, the Board of Education of the City of Margate and the City of Margate City desire to enter into a Shared Services Agreement for Black Seal Boiler Operator Services so as to maintain heating for the existing school structure; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.* ("the Act") authorizes local units, such as a school district and municipality, to enter an agreement with each other for shared services; and

**WHEREAS**, the governing body of the City of Margate City desires to implement the Shared Services Agreement for Black Seal Boiler Operator Services;

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of the City of Margate, County of Atlantic and State of New Jersey that the Mayor execute, on behalf of the City of Margate City, the aforesaid Shared Services Agreement.

**DATE: February 21, 2013**

I, THOMAS HILTNER, City Clerk of Margate City, County of Atlantic, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on February 21, 2013 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.

\_\_\_\_\_ Thomas D. Hiltner, City Clerk

SHARED SERVICES AGREEMENT  
FOR BLACK SEAL BOILER OPERATOR SERVICES

THIS AGREEMENT is made **this** \_\_\_\_ **day** of February, 2013 by and between the MARGATE CITY BOARD OF EDUCATION ("the Board") and the CITY OF MARGATE ("the City").

WITNESSETH

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. ("The Act") authorizes local units, such as a school district and municipality, to enter an agreement with each other for shared services;

WHEREAS, the City has a need for black seal boiler operator services and the Board wishes to share its black seal boiler operator services with the City;

WHEREAS, the black seal boiler operator services fall within the definition of "shared services" under Act:

WHEREAS, the Board and City are desirous of entering into this Shared Services Agreement ("Agreement") to accomplish their purpose as stated above.

NOW THEREFORE, based upon these premises, and in consideration of the mutual promises and covenants set forth below, the Board and City agree as follows:

**I. Definitions.**

- a. The term "Shared Services" shall mean the black seal boiler operator services described in paragraph 2.
- b. The term "Parties" shall mean the Board and the City together.

**2. Shared Services.**

- a. The Board will provide to the City the services of licensed black seal boiler operator(s) to operate the boiler plant at the Union Avenue building as required by the Department of Community Affairs, Bureau of Boiler and Pressure Vessel Compliance ("DCA"). The black seal boiler operator's responsibilities are for operation of the boiler plant and connected systems. The black seal boiler operator is not responsible for any repairs of the boiler plant or connected systems. In the event that any of the boiler plant and connected systems need to be repaired, shutdown, and/or modified, the City's facility operator or designee will notify the Board's Facilities Director at (609) 241-5801. Proper communication will be arranged and the boiler plant will be monitored or shutdown if needed while the City makes proper repairs.

b. The term "connected systems" as used in paragraph 2a includes but is not limited to the following.

Electrical systems to:

- boiler plant controls
- condensate return tanks and pumps
- feed water system
- chemical feed systems
- building automation systems ("BAS")
- communication system POTS lines
- main pumps and steam heat exchangers

Feed water systems to:

- building
- boilers
- feed water make-up tank
- chemical mix tanks
- steam flash tank and cool down water

Main gas supply to:

- building
- boilers

c. The hours per week during which the Shared Services will be provided by the Board, along with the amount that the City will pay to the Board on a monthly basis for the Shared Services during the term of this Agreement, are set forth in the chart below.

	Loaded Rate/Hour	Hours/Week	Cost/Week	Cost/Month	Cost/Year
T/PT/BS	\$13.00	25	\$325.00	\$1,408.33	\$16,900.00

The amount that the City will pay as stated above is based upon the Board's ability to do remote monitoring which is currently in place for a limited period of time. If during the term of this Agreement the Board is no longer permitted to do remote monitoring, then the Board and the City agree to renegotiate the cost that the City is required to pay to the Board for the Shared Services. If the Board and the City are unable to mutually agree on an adjustment of the amount the City is required to pay as a result of discontinuance of the ability to do remote monitoring, then the Board may terminate provision of Shared Services prior to the expiration of the term of this agreement. The Board shall not be

required to provide, and may terminate provision of Shared Services, if the City fails to meet its financial obligations as described in paragraph 2c following the provision of written notice to the City and a failure by the City to cure the failure within fifteen (15) days of delivery of the notice.

**3. Term.**

This Agreement will commence on February 20, 2013 and expire on February 19, 2014 ("the Term"). This Agreement may be renewed provided that, prior to its expiration, each Party executes an amendment to this Agreement which extends the Term on such terms that are mutually acceptable to the Parties.

**4. Compensation, Benefits and Taxes.**

a. As an employee of the Board, the salary of a black seal operator providing Shared Services under this Agreement shall be paid by the Board. The provision of all applicable benefits such as the payment of payroll taxes (social security, unemployment, and other employer payroll taxes) and the making of any applicable pension contributions shall be the responsibility of the Board.

b. Upon termination of this Agreement, the City will reimburse the Board for the cost of unemployment benefits charged to the Board's reimbursement account, if any, in connection with termination of Board employee(s) employed as a result of the Shared Services to the City under this Agreement.

**5. Insurance.**

Prior to commencement of the Term, the Board and City will consult with their respective insurance brokers (and provide the broker with a copy of this Agreement) and will obtain and maintain adequate insurance coverage for the provision of Shared Services and liabilities associated therewith arising under this Agreement, including but not limited to workers compensation, comprehensive general liability and board or municipal liability insurance coverages. Each Party shall provide the other with proof of having obtained such coverages prior to the commencement of provision of Shared Services under this Agreement.

**6. Waiver of Subrogation.**

By entering into this Agreement, each District shall be deemed to have waived all rights of subrogation and recovery against each other to the extent of any loss or damage which is insured.

**7. Assignment.**

This Agreement is not assignable, and the performance of obligations hereunder is not delegable, by a Party without the express written consent of the other Party.

8. **Governing Law; Severability.**

The Parties understand that this Agreement is governed by the laws of the State of New Jersey. If any provision is deemed unenforceable, illegal or inconsistent with then current statutes, rules or regulations, such statutes, rules or regulations shall govern. However, to the extent that enforceable provisions of this Agreement exist and are not inconsistent with such statutes, rules or regulations, then said provisions shall remain binding upon the parties.

9. **Entire Agreement.**

This Agreement is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement shall not be modified except in writing signed by the Parties. No waiver by a Party of any delimit shall be deemed a waiver of any subsequent default.

10. **Binding Agreement.**

This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto.

11. **Filing Of Agreement With DCA**

Each Party shall file a copy of this Agreement for informational purposes with the Division of Local Government Services in the Department of Community Affairs ("DCA").

12. **Notices.**

All notices and other communications hereunder shall be in writing and shall be deemed to have been properly given when delivered. Notice from the City to the Board shall be made to the Superintendent. Notice from the Board to the City shall be made to the Mayor. Delivery of notice may be made by sending the notice by e-mail, fax, regular mail, or certified mail.

13. **Board Approval.**

Each Party must approve this Agreement by an appropriate resolution referencing the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set their hand and seals the day and date written above.

WITNESS

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

For Margate City Board of Education

WITNESS

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

For City of Margate

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

For Margate City Board of Education

WITNESS

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

For City of Margate