

RESOLUTION NO. 2019- 504

RESOLUTION AMENDING RESOLUTION 2019-434, A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND ROWAN UNIVERSITY, GLASSBORO, NJ, FOR A FEASIBILITY STUDY TO EXPLORE THE CREATION OF A SCHOOL OF VETERINARY MEDICINE IN VINELAND.

WHEREAS, the City of Vineland (City) and Rowan University, Glassboro, NJ (Rowan) have been in discussions regarding the need for a School of Veterinary Medical by Rowan University and the need for the Redevelopment Downtown Vineland by the City; and

WHEREAS, both the City and Rowan believe it to be in the best interest of both entities to formally explore the creation of School of Veterinary Medical in the Downtown Vineland Area and to better understand the feasibility of the creation of such institution of higher education, it is necessary to retain the services of a professional in the field of Veterinary Medicine to provide a feasibility study to explore the same; and

WHEREAS, the City and Rowan agree that a Shared Services Agreement to equally cover the cost of the feasibility study is in the best interest of both entities; and

WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A 40A:65-1 et seq (the Act) encourages local units of the State to enter into agreements with other local units for the joint provision within there several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction and on its own as a means to reduce local expenses funded by property taxes payers and or tuition; and

WHEREAS, the City and Rowan are both considered and defined as local units and therefore empowered to enter into a Shared Services Agreement.

WHEREAS, City Council adopted Resolution , which had attached thereto a form of Shared Services Agreement which identified the professional to perform the feasibility study, which professional is no longer able to perform such services due to a conflict of interest.

WHEREAS, City Council intends upon continuing the process with Rowan University and choosing the new professional jointly as specified in the Agreement attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Vineland that Resolution 2019-434 be amended to remove the form of Shared Services Agreement by and between the City of Vineland and Rowan University, Glassboro, NJ for a feasibility study to explore the creation of a School of Veterinary Medicine in Vineland and in its stead utilize the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

SHARED SERVICES AGREEMENT

by and between the

THE CITY OF VINELAND

AND

THE ROWAN UNIVERSITY

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Agreement"), is made by and between Rowan University with offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028 (ROWAN), and the City of Vineland, a municipal corporation of the State of New Jersey with offices at 640 Wood Street, Vineland, New Jersey 08360 ("City").

RECITALS

- A. The City and the ROWAN agree that a reduced expenditure of municipal tax and university tuition dollars and other funding while providing a greater level of governmental services can be achieved through a shared services agreement;
- B. ROWAN and City have recognized their value to each other by providing reciprocal assistance in the retention and use of professional consulting services to perform a feasibility study towards the creation of a School of Veterinary Medicine in Vineland as well as essential ideas to benefit the community and the University.
- C. The City and the ROWAN further recognize the value of interlocal cooperation as a way of reducing duplication and overlap of services;
- D. In enacting the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), the New Jersey Legislature has encouraged any local unit of the State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction and on its own as a means to reduce local expenses funded by property taxpayers and tuition;
- E. The City and the ROWAN as "local units" defined by the Act are empowered to enter into shared services agreements;
- F. Through this Agreement, it is the intention of the parties to cooperate and collaborate with one another in order to share certain services and resources set forth herein to operate in a more cost-effective manner thereby providing more expeditious and efficient services to the tax payers and university;
- G. Acting pursuant to the Act, the City and the ROWAN desire to enter into this Shared Services Agreement (the "Agreement") through which the City and the ROWAN shall hereinafter share the cost of certain services and resources in order to decrease costs by the City and ROWAN;
- H. The City and the ROWAN have authorized execution of this Agreement through each Board's appropriate procedures.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, and pursuant to all applicable federal, state, and local laws, statutes, codes or ordinances, the City and the ROWAN do hereby agree as follows:

1. BASIC TERMS OF AGREEMENT

- a. ROWAN and the City shall jointly enter into a Professional Services Agreement with a professional with knowledge and experience necessary to determine the feasibility of developing and constructing towards the creation of a School of Veterinary Medicine to be located in the City of Vineland (Professional).
- b. The feasibility study shall explore the programmatic structure and delivery, cost of operation, and as a driver of economic development for the City of Vineland, region and State of New Jersey as a whole. The feasibility study report shall include but not be limited to the following
 1. Type of most appropriate veterinary school to establish in South Jersey:
 - (a) Traditional with a clinical hospital
 - (b) Distributive operational model
 - (c) A combination of or alternative to (a) and (b)
 2. The report shall address the proposed model and provide opinion on the type of space and facilities that would be required.
 3. An outline of the estimated human resources needed for the proposed school, including full-time and part-time faculty, staff members, lab technicians, etc.
 4. An outline of the program structure, including preferred mode of delivery, experiential requirements, etc.
 5. Provide an opinion of any particular niche area of study that the school should pursue initially or long term.
 6. Provide an outline and timeline for the accrediting process.
 7. Provide an estimated initial budget for the operation of the school.
- c. ROWAN and the City shall share equally the cost for the Professional to perform the feasibility study as generally described herein in accordance with a Professional Services Agreement which shall be entered into in accordance with N.J.S.A. 40A:11-1 et seq. The parties shall jointly negotiate the cost for the Professional and agree upon the terms of the Professional Services Agreement.

- d. ROWAN and the City shall cooperate with the Professional and provide the Professional with any and all information available to the parties to assist in the performance of the feasibility study.
- e. ROWAN and the City shall promptly make payments to the Professional in their proportionate amount upon receipt of any invoice submitted for the services to be provided except in the event the parties jointly determine that there is a breach in the Professional Services Agreement with the Professional.

2. TERM OF AGREEMENT

The terms of this Agreement shall begin upon the execution of this Agreement and continue for a period of one year thereafter or upon the completion of the feasibility study in accordance with a Professional Services Agreement, whichever shall first occur.

3. INSURANCE

The City and ROWAN shall each maintain adequate property liability, auto liability and workers' compensation coverage related to its employees and their participation in this Agreement. In no event shall ROWAN employees be considered as City employees or City employees be considered ROWAN employees for Workers Compensation purposes.

4. INDEMNIFICATION

The City and ROWAN shall not be liable for any intentional acts or omissions related to an employee performing its duties in the discharge of this Agreement.

5. DISPUTE RESOLUTION

In the event a dispute arises concerning the terms and conditions of this Agreement the parties shall mutually agree upon a licensed New Jersey attorney to arbitrate any such dispute which arises under this Agreement. Any decision by the arbitrator shall be binding on the parties. Such appointment shall be made within 15 days after written notice by any party of the election to proceed with arbitration. The costs and expenses of the arbitrator and fees charged by such arbitrator shall be shared equally by the parties; however, each party shall be solely responsible for their own attorney fees and expenses related to retention of their own experts and witnesses.

6. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties hereto with respect to the services contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all parties hereto.

8. SEVERABILITY

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

9. TERMINATION.

This Agreement may be terminated, upon 30 days written notice to the other party or parties, as appropriate, as follows:

a. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon give 10 days' written notice to cure and upon the failure of the breaching party to cure, the aggrieved party shall have the right to terminate this Agreement upon giving 10 days' written notice of such termination to the breaching party.

b. A party may terminate this Agreement for convenience at any time by serving a 30-day notice in writing to the other party.

c. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, or to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

10. LIMITATION OF DELEGATION.

This Agreement shall not be construed as delegating any authority other than the authority to provide the services and resources described in this Agreement, consistent with the terms and provisions of this Agreement.

Neither the City nor ROWAN intend by this Agreement to create any agency relationship or merger it being understood that both entities shall remain separate, independent local units.

11. ASSIGNMENT.

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

12. COMPLIANCE WITH LAWS AND REGULATIONS.

The City and ROWAN agree that they will at their 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 its supplying of the resources and/or the performance of the services described in this Agreement.

13. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS.

Each party 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 Services or to correct any inconsistent or ambiguous term hereof.

14. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:

THE ROWAN UNIVERSITY

DR. HORACIO SOSA, VICE PRESIDENT

ATTEST:

THE CITY OF VINELAND

ANTHONY R. FANUCCI,
MAYOR, CITY OF VINELAND