

RESOLUTION NO. 2022- 515

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND THE VINELAND BOARD OF EDUCATION FOR VEHICLE WASH SERVICES

WHEREAS, the City of Vineland owns and operates a self-service vehicle wash facility opened 24 hours a day, 7 days per week for the cleaning of municipal vehicles; and

WHEREAS, the Vineland Board of Education (VBOE) has numerous vehicles that need washing from time to time but do not have a facility that can wash vehicles such as busses, small trucks and other vehicles; 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 than 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 wish to outline their respective duties and obligations relative to the use of the City of Vineland self-service vehicle washing facility.

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 by and between the City of Vineland and the Vineland Board of Education for the use of the City self service vehicle wash facility in the form and substance as attached hereto and made a part hereof subject to non-material changes as directed by the City Solicitor.

BE IT FURTHER RESOLVED that the City of Vineland shall notify the Division of Local Government Services as required by law.

Adopted:

President of Council

ATTEST:

City Clerk

SHARED SERVICES AGREEMENT

by and between the

THE CITY OF VINELAND

AND

THE VINELAND BOARD OF EDUCATION

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Agreement"), is made by and between the Vineland Board of Education with offices located at 61 West Landis Avenue, Vineland, New Jersey (VBOE), 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 VBOE agree that a reduced expenditure of municipal and school tax dollars while providing a greater level of governmental services can be achieved through a shared services agreement;
- B. The VBOE and City have recognized their value to each other by providing reciprocal assistance when needed in the form of labor and equipment as well as essential ideas to benefit the community and our school children and young adults.
- C. The City and the VBOE 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 as a means to reduce local expenses funded by property taxpayers;
- E. The City and the VBOE 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;
- G. Acting pursuant to the Act, the City and the VBOE desire to enter into this Shared Services Agreement (the "Agreement") through which the City and the VBOE shall hereinafter share certain services and resources in order to decrease costs by the City and VBOE;
- H. The City and the VBOE have authorized execution of this Agreement by the adoption of a Resolution.

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 VBOE do hereby agree as follows:

1. BASIC TERMS OF AGREEMENT

- a. The City has in its ownership and control unmanned commercial large vehicle automated wash bays and equipment located at 57 West Park Avenue, which can wash, on site, cars, trucks and busses which shall be open 24 hours per day. The BOE has a need to wash its vehicles including trucks, cars/vans, and busses. The City shall provide the VBOE with fob/code access to the auto vehicle wash for their use on a “first come-first serve” basis. The VBOE vehicles shall be equipped with a transponder which shall identify the user and type of vehicle entering the wash bays and the VBOE agrees to pay on a monthly basis \$15.00 per wash for each bus and \$8.00 per wash for each car, pickup, van and utility pickup that utilizes the automated wash bay and equipment.
- b. The City shall be responsible for all supplies, maintenance and repairs for the use of the wash bays and equipment. The City cannot guaranty that the bays and equipment shall be open at all times and may close for maintenance, repairs or inclement weather which may prevent its use.
- c. The VBOE employees shall receive instructions on the proper operation of the wash bays and equipment and only VBOE employees shall be given access to the wash bays and equipment.
- d. The VBOE shall be responsible for any damage to the wash bays or equipment caused by the negligence of its agents, assigns and or employees and the City shall be responsible for any damage to VBOE vehicles caused by the negligence of its agents, assigns and/or employees

2. TERM OF AGREEMENT

The terms of this Agreement shall begin on November , 2022 and continue for a period of one year unless sooner terminated under the terms of this Agreement.

3. INSURANCE

The City and VBOE shall each maintain adequate property liability, auto liability and workers' compensation coverage related to its employees and their participation in this Agreement; and shall name the other party as an Additional Insured for all activities that occur and are directly related to the responsibilities under the terms of this Agreement. In no event shall VBOE employees be considered as City employees for Workers Compensation purposes and VBOE

shall at all times supervise and direct its employees regarding services provided in furtherance of this Agreement.

4. INDEMNIFICATION

Each party shall indemnify, defend and hold the other harmless from all losses, claims, liabilities, injuries or damage caused by an employee's performance of his or her duties to his or her employer when engaged in activities contemplated by this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in defense of any claim. To the extent any damages are covered by applicable insurance, the City and the VBOE waive all rights against each other.

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 the VBOE 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 the VBOE 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:

VINELAND BOARD OF EDUCATION

MEGHAN SPINELLI, PRESIDENT

ATTEST:

THE CITY OF VINELAND

**ANTHONY R. FANUCCI,
MAYOR, CITY OF VINELAND**