

CITY OF VINELAND, NJ

RESOLUTION NO. 2023- 465

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE VINELAND BOARD OF EDUCATION AND THE CITY OF VINELAND FOR INSTRUCTION AND TRAINING FOR CITY EMPLOYEES IN PREPARATION OF THE NEW JERSEY CDL EXAMINATION.

WHEREAS, the City of Vineland has many commercial vehicles that require the operator to be specially licensed to be eligible to operate such a vehicle, including large, heavy or placarded hazardous material vehicles in the United States; and

WHEREAS, in order to obtain a commercial drivers license (CDL) a person is required to receive a certification after a driving skills test and written exam; and

WHEREAS, prior to taking the CDL test, it is recommended that individuals complete a course of instruction and training; and

WHEREAS, the Vineland Board of Education (VBOE) is a governmental entity created and existing in the State of New Jersey whose mission is to represent the concerns of the citizens, taxpayers and parents and to represent the needs of the students and school district of the community and have instructed and trained many drivers who would be required to obtain a CDL and is willing to provide such training to individuals who are or will become employees of the City to assist them in obtaining a CDL; and

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the purchase of commodities such as rock salt and related products that can be done more efficiently in combination then 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 intend upon entering into a Shared Services Agreement for instruction and training of City employees in preparation of the New Jersey CDL examination; and

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the instruction and training for City employees in preparation of the New Jersey CDL examination.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to enter into a Shared Services Agreement with the Vineland Board of Education for the instruction and training of City employees in preparation of the New Jersey CDL examination in the form and substance as attached hereto and made a part hereof.

Adopted:

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President of Council

ATTEST:

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City Clerk

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**SHARED SERVICES AGREEMENT**

**by and between the**

**THE CITY OF VINELAND**

**AND**

**THE VINELAND BOARD OF EDUCATION**

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## **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. TERMS AND CONDITIONS**

A. VBOE shall provide instruction and training to City employees to prepare City employees to take the New Jersey CDL examination.

B. The training and instruction shall consist of 8 hours behind the wheel training and 40 hours classroom training per each City employee.

C. The instruction and training shall include the following:

- Explaining the process
- Method of Training
- How to use the study guide
- Introduction to CDL licensing
- Licensing Rules
- Driver disqualifications
- Railroad-highway grade crossing violations
- Hazardous materials endorsements background check & disqualifications
- Other CDL Rules
- CDL Prep - Vehicle inspections
- Vehicle Inspection Guide
- Driving Safely - Part 1
- Driving Safely - Part 2
- Hazardous conditions
- Accidents, Fires,
- Cargo & Haz Mat
- Passenger Endorsement
- Air Brake Endorsement
- Road Test

All training and instruction shall be entered into the FMCSA.

D. Instruction and training shall be provided by qualified instructors at a cost to the City of \$2,500 per City employee. The City shall be invoiced \$2,500 at the time the City employee is enrolled in the program.

E. Instruction and training shall be provided after regular business hours. Each class shall consist of a minimum of five students per class. The class may consist of both VBOE and City employees. Behind the wheel training shall be provided using school buses. However, in the event the City desires the behind the wheel training to be conducted using trucks, the City shall provide the trucks delivered to the training site by its own CDL drivers.

F. It is the intention of the parties that the instruction and training will be concluded within 45 calendar days. In the event any City employee misses a class, make-up class will be offered by VBOE.

G. Upon successful completion of the instruction and training, each City employee shall receive a Certificate of Completion issued by the VBOE instructor.

**2. TERM OF AGREEMENT**

The terms of this Agreement shall begin on January 1, 2023 and continue for a period of two years thereafter 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.

**4. INDEMNIFICATION**

The City and VBOE shall not be liable for any intentional acts or omissions related to an employee performing its duties in the discharge of this Agreement. 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 written notice to the other party or parties, 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**

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Date: \_\_\_\_\_

MEGHAN SPINELLI, PRESIDENT

**ATTEST:**

**THE CITY OF VINELAND**

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Date: \_\_\_\_\_

ANTHONY R. FANUCCI,  
MAYOR, CITY OF VINELAND