

RESOLUTION NO. 2014- 439

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE VINELAND BOARD OF EDUCATION FOR THE WALLACE MIDDLE SCHOOL SIDEWALK PROJECT.

WHEREAS, N.J.S.A. 40A:65-4 (Shared Services Act), permits any local unit of the State to enter into a contract 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

WHEREAS, there exists a need to construct sidewalks serving Wallace Middle School located on North Mill Road; and

WHEREAS, the project will include improvements along Mill Road and Oak Road as well as the connection from the public sidewalk to Wallace Middle School; and

WHEREAS, the City agrees to undertake the design and contracting for construction of the improvements; and

WHEREAS, the City and the Board of Education agree to the following cost share for the project:

Improvements	Total Cost Estimate	Board of Education Share	City Share
Mill Road and Oak Road Sidewalk Improvements	450,000	50% of cost up to a maximum of \$225,000	Remaining balance
Connection from public sidewalk to Wallace Middle School	38,000	38,000	0

now, therefore,

BE IT RESOLVED by the City Council of the City of Vineland, as follows:

1. THAT, pursuant to the provisions of N.J.S.A. 40A:65-4 (Shared Services Act), the Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Vineland (the "Lead Agency") and the Vineland Board of Education for the Wallace Middle School Sidewalk Project.

2. THAT the City of Vineland ("Lead Agency") shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey with respect to the activities implemented under said agreement.

Adopted:

President of Council

ATTEST:

City Clerk

AGREEMENT

THIS AGREEMENT, made by and between the CITY OF VINELAND, a municipal corporation of the State of New Jersey, hereinafter referred to as "City;" and the VINELAND BOARD OF EDUCATION, a public body corporate organized and existing under and by virtue of the laws of the State of New Jersey, hereinafter sometimes referred to as "Board of Education.;"

WITNESSETH:

WHEREAS, N.J.S.A. 40A:65-4 (Shared Services Act), permits any local unit of the State to enter into a contract 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

WHEREAS, there exists a need to construct sidewalks serving Wallace Middle School located on North Mill Road; and

WHEREAS, the project will include improvements along Mill Road and Oak Road as well as the connection from the public sidewalk to Wallace Middle School; and

WHEREAS, the City agrees to undertake the design and contracting for construction of the improvements; and

WHEREAS, the Vineland Board of Education agrees to fund the 50% of the cost of the improvements along Mill Road and Oak Road, up to a maximum of \$225,000.00, as well as the cost of the sidewalk connecting the public sidewalk to the school, the cost of which is estimated at \$38,000.00; and

WHEREAS, the City agrees to fund the remaining cost of the improvements along Mill Road and Oak Road;

NOW, THEREFORE, in consideration of the mutual covenants and terms contained herein, the parties hereto agree as follows:

1. The City of Vineland agrees to act as "Lead Agency" for the completion of the construction of sidewalks to serve Wallace Middle School. The project shall include improvements along Mill Road and Oak Road as well as the connection from the public sidewalk to Wallace Middle School.

The City shall complete the design of the project and advertise and accept bids and award contracts for said project, and shall supervise the project to its completion. The City shall comply with all applicable State of New Jersey Prevailing Wage Rate regulations in the construction of this project.

The City shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S. A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey with respect to the activities implemented under this agreement.

2. The City and the Board of Education agree to the following cost share for the project:

Improvements	Total Cost Estimate	Board of Education Share	City Share
Mill Road and Oak Road Sidewalk Improvements	450,000	50% of cost up to a maximum of \$225,000	Remaining balance
Connection from public sidewalk to Wallace Middle School	38,000	38,000	0

- 3. This Agreement constitutes the entire Agreement of the parties and supersedes all prior or contemporaneous agreements and understandings, and there are no other terms and conditions other than those set forth herein. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns, except as otherwise herein provided.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year written below.

CITY OF VINELAND

Date: _____

BY: _____
 Ruben Bermudez, Mayor

ATTEST:

 Keith Petrosky, City Clerk

VINELAND BOARD OF EDUCATION

Date: _____

BY: _____

ATTEST:
