

CITY OF VINELAND

RESOLUTION NO. 2019- 76

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND THE VINELAND BOARD OF EDUCATION FOR THE USE OF THE PUBLIC WORKS VEHICLE MAINTENANCE GARAGE AT 57 WEST PARK AVENUE.

WHEREAS, the City of Vineland has a new vehicle maintenance garage located at 57 West Park Avenue utilized for the repairs and maintenance of all City vehicles (Facility); and

WHEREAS, the Vineland Board of Education (VBOE) operates vehicles including school busses, and other types of vehicles requiring regular maintenance and repairs and is need of a facility to provide such services on their fleet and have skilled mechanics that provide such services; and

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the purchase of commodities such as gasoline and diesel 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 the use of the Vineland Facility and providing maintenance and minor repairs on vehicles owned and/or operated by one another and sharing the cost of the Facility and skilled mechanics; and

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the use of the Vineland Facility and sharing VBOE skilled mechanics.

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 use by the VBOE of the Vineland Public Works Vehicle Maintenance Facility located at 57 West Park Avenue on a limited basis and in exchange the use by the City of Vineland of the skilled mechanics employed by the VBOE to perform maintenance and repairs on Vineland vehicles in the form and substance substantially similar as the Agreement attached hereto, subject to modifications as approved by the City Solicitor.

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. BASIC TERMS OF AGREEMENT**

- a. VBOE administration shall assign VBOE mechanics working night shift to the City's 57 West Park Avenue garage for purposes of performing regular maintenance and minor repairs on VBOE buses and other vehicles. The night shift start and stop times shall be scheduled in the sole discretion of the City without incurring any overtime or compensatory time. For purposes of this Section, regular maintenance shall be defined as maintenance required in accordance with regular maintenance standards in the industry for such vehicles. For purposes of this Section, minor repairs shall be defined as those repairs required by the State of New Jersey based upon a bus inspection. For purposes of this Section, regular maintenance and minor repairs shall further be defined as regular maintenance and minor repairs that will be completed within the shift the repairs and maintenance are scheduled by the City's garage supervisor. In no event shall any VBOE vehicle remain in the City garage past the shift and if inoperable, it shall be removed and parked in the City lot adjacent to the garage unless the supervisor permits it to remain inside the garage which approval shall only be given if there is not any need for the use of the garage for City vehicle maintenance and repairs. The City's garage supervisor shall coordinate the scheduling of work assignments of these employees but shall not supervise the employees who will remain VBOE employees under terms of their collective bargaining agreement.
- b. Any parts necessary for the performance of maintenance and repairs shall be obtained through the City/VBOE Shared Services Agreement for vehicle parts supplied by NAPA. Oil and any other items not purchased by the City through the NAPA Shared Services Agreement will be billed by the City to the VBOE at cost.
- c. In exchange for providing the use of the City garage during the night shift, the VBOE employees shall be required to perform maintenance and repairs on City vehicles during any down time in connection with their VBOE vehicle work assignments. The VBOE shall not schedule more than 4 vehicles per evening shift for regular maintenance and minor repairs. The VBOE shall provide not less than 8 hours per week towards service on City vehicles. To the extent reasonably possible, the garage supervisor shall schedule the entire minimum 8 hours service time on City vehicles by VBOE employees during down time of the VBOE employees in connection with their VBOE work assignments. Any weekly service time on City vehicles beyond the minimum 8 hours shall only be scheduled on down time of VBOE employees.
- d. The VBOE employees shall not utilize the City tools but shall be entitled to utilize City heavy equipment necessary for the performance of regular maintenance and minor repairs on VBOE vehicles including busses provided the VBOE employees have been properly trained for their use by the VBOE. The City shall consider all VBOE employees reporting to the garage by VBOE as being properly trained. All VBOE employees shall comply with all federal, state and local laws and regulations including those regarding occupational health and safety while on City property performing services in accordance with this Agreement and it shall be the responsibility of the VBOE to assure those laws and regulations are adhered to.

**2. TERM OF AGREEMENT**

The terms of this Agreement shall begin on March 1, 2019 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. 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**

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 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:**

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**VINELAND BOARD OF EDUCATION**

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SCOTT E. ENGLISH, PRESIDENT

**ATTEST:**

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**THE CITY OF VINELAND**

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ANTHONY R. FANUCCI,  
MAYOR, CITY OF VINELAND