

RESOLUTION NO. 2015-_____

A RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE ENTERPRISE ZONE DEVELOPMENT CORPORATION OF VINELAND AND MILLVILLE FOR PAYROLL PROCESSING FOR THE CORPORATION FOR C.Y. 2016.

WHEREAS, the City of Vineland desires to continue services provided to Urban Enterprise Zone businesses by the Enterprise Zone Development Corporation of Vineland and Millville for the period January 1, 2016 through December 31, 2016; and

WHEREAS, the Corporation agrees to provide funding through a grant award in the amount of \$62,741.00 to the City to cover the salaries and wages and associated fringe benefits of employee(s) of the Corporation for said period; and

WHEREAS, the City agrees to utilize the funding provided to process the Corporation's payroll based upon the Corporation's budget for said employee(s) and other related costs such as taxes and pension benefits;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that the Mayor and City Clerk are hereby authorized and directed to execute an agreement with the Enterprise Zone Development Corporation of Vineland and Millville accepting funding through a grant award in the amount of \$62,741.00 to the City to cover the salaries and wages and associated fringe benefits of employee(s) of the Corporation for the period January 1, 2016 through December 31, 2016.

Adopted:

President of Council

ATTEST:

City Clerk

Exhibit "A"

CY 2016 Budget: Enterprise Zone Development Corp. of Vineland-Millville (UEZ)

Salaries & Wages	CY 2015 Appropriation	CY 2016 Budget
<i>UEZ office</i>		
Nilsa Rosario, Secretary Bilingual	\$ 33,740.00	\$ 34,414.00
53rd Week	\$ -	\$ 662.00
Total: Salaries and Wages	<u>\$ 33,740.00</u>	<u>\$ 35,076.00</u>
Fringe Benefits		
UEZ Office	\$ 25,645.00	\$ 29,219.00
Less: Employee Healthcare Contribution	\$ (1,205.46)	\$ (1,554.00)
Sub-Total: Fringe Benefits	<u>\$ 24,439.54</u>	<u>\$ 27,665.00</u>
Total: Salaries & Wages and Fringe Benefits	<u>\$ 58,179.54</u>	<u>\$ 62,741.00</u>



CONTRACT AGREEMENT

BY AND BETWEEN
THE CITY OF VINELAND
AND
ENTERPRISE ZONE DEVELOPMENT CORPORATION
OF VINELAND AND MILLVILLE

THIS AGREEMENT, entered into as of this _____ day of _____, 2015, by and between the CITY OF VINELAND, NEW JERSEY, hereinafter sometimes called "City", and the ENTERPRISE ZONE DEVELOPMENT CORPORATION OF VINELAND AND MILLVILLE, hereinafter sometimes called "Corporation;"

WITNESSETH THAT:

WHEREAS, the parties desire to enter into an agreement providing for the payment of the salaries and wages and associated fringe benefits of employee(s) of the Corporation effective January 1, 2016; and

WHEREAS, the funding as identified in this Agreement is for the specific purpose of meeting budgeted items of expense as identified on Exhibit "A " attached hereto and made a part hereof;

NOW, THEREFORE, THE PARTIES TO THE CONTRACT DO MUTUALLY AGREE TO THE FOLLOWING:

1. The Corporation agrees to provide funding through a grant award in the amount of \$62,741.00 to the City to cover the salaries and wages and associated fringe benefits of employee(s) of the Corporation for the period January 1, 2016 through December 31, 2016. The City agrees to utilize the funding provided to process the Corporation's payroll based upon the Corporation's budget for said employee(s) and other related costs such as taxes and pension benefits, as shown on Exhibit "A" attached hereto.
2. The Corporation assumes the duties and responsibilities as Appointing Authority for its employees. The care and custody of Corporation personnel records is the responsibility of the Corporation as Appointing Authority. The City shall maintain informational files only.
3. The Corporation is responsible for implementation of employee policies of the Corporation including vacation, personal and sick days and for certifying the earned and eligible time of employees and informing the Personnel Office of such. The Corporation shall furnish a complete set of its policies to the City of Vineland. Receipt of policies is necessary to insure that the payroll is processed according to said policies (i.e. sick leave, vacation schedules, etc.).
4. If applicable, the Corporation shall be responsible for advising the Personnel Office of the City in a timely manner of an employee who is eligible for pension enrollment, holding the City harmless for any errors or delays in such notification to the Personnel Office.
5. The Corporation shall obtain its own insurance coverage, including but not limited to: General Liability, Automobile Insurance, Workers Compensation, Disability Insurance, etc.
6. Any penalties as a result of errors or omissions by the Corporation shall be the sole responsibility of the Corporation. Any over-expenditure or retroactive pay requirement shall also be the responsibility of the Corporation.
7. If the payroll is presented with any inconsistencies with said policies, the payroll will be disallowed for processing until resolved to the satisfaction of the City.

8. The Corporation agrees to hold the City harmless from any errors in or delays in time documentation required for appropriate processing of either wages or benefits.
9. Upon the expiration of this agreement, the City shall transfer to the Corporation any funds on hand at the time of expiration and any accounts receivable attributable to the use of the funds granted hereunder.
10. Notices pursuant to this Agreement shall be given in writing by ordinary mail to the parties at the following addresses:

A. If to the City, c/o:

Robert E. Dickenson, Jr., Assistant Business Administrator
City of Vineland
City Hall
P. O. Box 1508
640 E. Wood Street
Vineland, New Jersey 08360-1508

B. If to the Corporation, c/o:

Sandy Forosisky, Economic Development Director
City of Vineland
City Hall
P. O. Box 1508
640 E. Wood Street
Vineland, New Jersey 08360-1508

C. Or to such other address as the parties may hereafter designate by notice given in accordance with the terms and conditions of this Section.

IN WITNESS WHEREOF, the City of Vineland and the Corporation have executed this Agreement as of the date and year first above written.

CITY OF VINELAND

By _____
Ruben Bermudez, Mayor

ATTEST:

City Clerk

ENTERPRISE ZONE
DEVELOPMENT CORPORATION
OF VINELAND AND MILLVILLE

By _____

ATTEST:
