

CITY OF VINELAND

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY FOR THE ACQUISITION OF CERTAIN PROPERTIES KNOWN AS BLOCK 7503 LOTS 1, 2, 33, 35, 48, 49, AND 50 ON THE TAX MAP OF THE CITY OF VINELAND

WHEREAS, on April 26, 2016, the City Council of the City of Vineland adopted Ordinance 2016-9 adopting and approving the findings and recommendations made by the Planning Board as memorialized in Planning Board Resolution number 6138 and determined and declared Block 7503 Lots 1, 2, 33, 35, 48, 49 and 50 on the tax map of the City of Vineland (Properties) are in need of redevelopment in accordance with NJSA 40A:12A-1 et seq, and is known as the Energy and Minerals Condemnation Redevelopment Area; and

WHEREAS, the City Council of the City of Vineland is appointed as the Redevelopment Entity in accordance with NJSA 40A:12A-4, and is further responsible for the implementation of a redevelopment plan and carrying out a redevelopment project; and

WHEREAS, the City Council as the Redevelopment Entity is endeavoring to acquire the Properties and to adopt a Redevelopment Plan for the same; and

WHEREAS, the City Council as the Redevelopment Entity and that the Cumberland County Improvement Authority (CCIA) (collectively Parties) are entities whose purpose includes providing assistance in the redevelopment of underutilized an underdeveloped properties, including but not limited to the acquisition, redesign, and improvement of said properties so as to improve the health, safety and welfare of the residents of the County of Cumberland, and in particular the City of Vineland; 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 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 jointly acquiring the Properties and developing a Redevelopment Plan therefore, and sharing in the cost associated with the acquisition of the Properties and preparation of a Redevelopment Plan, among other actions; and

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the acquisition of the Properties and the creation of a Redevelopment Plan by way of a Shared Services Agreement.

CITY OF VINELAND

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Council President acting on behalf of the City Council as the Redevelopment Entity is authorized to execute a Shared Services Agreement in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

SHARED SERVICES AGREEMENT

BETWEEN

CITY COUNCIL OF THE CITY OF VINELAND AS THE REDEVELOPMENT ENTITY

AND

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

This agreement is made this _____ day of _____, 2016, by and between the Cumberland County Improvement Authority, a body corporate, organized and existing under the Laws of the State of New Jersey having its principal offices at 2 N. High Street, Millville, New Jersey 08332 (hereinafter referred to as “CCIA”) and the City of Vineland, a municipal entity of the State of New Jersey, having its principal offices located at 640 E. Wood Street, Vineland, New Jersey 08360 (hereinafter sometimes referred to as “City”).

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.

The City of Vineland and the CCIA recognize that a principal service offered by these entities is the redevelopment of areas that meet the definition of areas in need of redevelopment in accordance with NJSA 40A:12A-5 including but not limited to the acquisition, redesign, reconfiguration, and improvement of vacant and underdeveloped land to improve the health, safety and welfare of the residents of the City in particular and County in general, by providing recreational activities and business opportunities while creating jobs within the City. The parties recognize that economies of scale and greater efficiencies may be achieved by entering into a

shared service agreement to have such services performed between them on a basis that increases efficiency and economy.

The CCIA and City are authorized pursuant to the Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et seq. to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit could perform on its own;

NOW THEREFORE, in consideration of the mutual promises, agreements, and undertakings as set forth herein, the CCIA and City agree as follows:

1. Consistent with the terms of this agreement, the City and CCIA agree to jointly acquire certain property located within the City, more particularly described as Block 7503 Lots 1, 2, 35, 48, and 49 from Energy and Minerals Inc. and R&T Castellini Inc., Block 7503 Lot 33 from Jesse T. Morie, Jr. and Margaret Mori, and Block 7503 Lot 50 from The Argo Magic LLC,(collectively “Properties”) in accordance with Agreements of Sale to be executed subsequent to the execution of this Agreement or by eminent domain, if necessary, perform environmental due diligence, design and preparation of a Redevelopment Plan in accordance with a preliminary design dated by

2. The purpose of this Agreement is to share costs associated with the investigation, acquisition, design and preparation of a Redevelopment Plan (Redevelopment Plan). Said preparation and design shall include all access roads, drives, utilities in compliance with the Land Use Regulations of the City and all engineering requirements. The Parties shall be equally responsible for all costs and fees associated with the design and preparation of the Redevelopment Plan. It is the intent of the Parties to create a Redevelopment Plan and subsequent Redevelopment Agreement, mutually acceptable to both parties, whereas the Vineland City Council is the

Redevelopment Entity and the CCIA is the Redeveloper/Master Redeveloper. Should the parties fail to agree on the use, Redevelopment Plan or Redevelopment Agreement the property shall be transferred in accordance with 5 herein. The CCIA agrees to provide professional services in accordance with a Shared Services Agreement heretofore executed, dated April 20, 2016 at its cost for which the City will contribute 50% thereof. The CCIA shall advise the City of its intent to enter into an agreement for services in accordance with this Agreement or prior Shared Services Agreement including the cost for the same prior to entering into any agreement for which the City shall be responsible for a payment. No costs will be incurred without the City's prior approval.

3. The City and CCIA shall jointly acquire the Properties, easements, or other property rights as may be required to reconfigure and develop the Properties as set forth in Paragraph 2. All agreements for the acquisition of the Properties shall first be approved by the CCIA, the Legal Department of the City and the City Council as the Redevelopment Entity. The Deed(s) shall be in the name of the City of Vineland and CCIA each owning a 50% interest therein. The Deed(s) and this Agreement shall specify that should an agreement acceptable to the City by an end user of the facilities by way of a lease or acquisition not be executed within a period of two years from the date of the transfer of title, then the CCIA agrees to transfer all of its rights, title and interest in the Properties to the City and the City agrees to reimburse the CCIA for all of its actual costs for the acquisition which have not previously been contributed in accordance with the prior Shared Services Agreement unless the Parties agree on a mutually acceptable extension. The Parties agree that the proposed development shall be dictated by the Redevelopment Plan. Full plans and specifications shall be prepared by the CCIA in accordance with this Agreement, the Redevelopment Plan and the previously executed Shared Services Agreement. In the event of a

conflict between this Agreement and the previously entered Shared Services Agreement, the terms of this Agreement shall be controlling.

4. Each Party shall be responsible for the payment/finance of the purchase price for the Properties as well as 50% of all closing costs. In the event the acquisition of any of the Properties requires court action, such as an action in accordance with NJSA 20:3-1 et seq., the Parties agree to share the cost associated with such action, including reasonable attorney fees and costs. The Parties further agree that the final determination regarding the filing of any action in court for the acquisition of any of the Properties shall be solely with the City.

5. The Parties agree to execute a Redevelopers Agreement in accordance with NJSA 40A:12A-1 et seq. with the City Council of the City of Vineland being the Redevelopment Entity and the CCIA being the Master Redeveloper within one year from the date of the execution of this Agreement. The terms of this Agreement shall be incorporated into the Redevelopers Agreement to the extent necessary to carry out the intent of the Parties in accordance with this Agreement, including but not limited to the requirement to vest all rights title and interest in the Properties to the City should the Redevelopment Project fail to be completed or the Redevelopers Agreement not be executed in accordance herewith.

6. The City and CCIA agree that in the event that either the CCIA or City are able to utilize outside funding sources for the Redevelopment Project including acquisition costs and/or any soft costs such funding shall be applied for, utilized and the balance of the costs shall be borne equally. The Parties agree to fully cooperate with the application process for any grant monies available for the completion of the Redevelopment Project and/or to carry out the terms of this Agreement.

7. The Parties further agree that the Redevelopers Agreement shall specify that any

and all income derived from the Redevelopment Project shall be shared equally between the Parties. However, in the event the Properties are transferred to the City in accordance with this Agreement and/or the Redeveloper's Agreement and the CCIA has been paid as set forth herein, no income shall be shared.

INSURANCE

At all times during the term of this Shared Services Agreement and while the Properties are jointly owned by the CCIA and the City, both the CCIA and City shall maintain or cause to be maintained with responsible insurers (including a Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, all-risk and comprehensive general liability insurance covering and insuring against losses or damages to third parties due to defective or negligent performance of work under this Agreement and/or damages or losses to third parties for any reason directly or indirectly related to the ownership of the Properties.

Both the CCIA and the City, upon the request of the other, shall provide a Certificate of Coverage evidencing that appropriate insurance coverage on behalf of the other is in full force and effect.

INDEMNIFICATION

1. The City shall indemnify and shall hold the CCIA, the members of its governing body, and its officers, agents, servants, and employees harmless and defend against any and all liability, losses, costs, damages, claims, judgments, or expenses, which shall be incurred by reason of any claim, suit, or action which is based upon alleged defective work or dangerous conditions arising from or related to services being provided by the City in accordance with this Agreement.

2. The CCIA shall indemnify and shall hold the City, the members of its governing body, and its officers, agents, servants, and employees harmless and defend against any and all liability, losses, costs, damages, claims, judgments, or expenses, which shall be incurred by reason of any claim, suit, or action which is based upon alleged defective work or dangerous conditions arising from or related to services being provided by the CCIA in accordance with this Agreement.

REMEDIES

1. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will be made and an exchange of information between the parties shall be made without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties agree to settle the dispute by mediation administered by the American Arbitration Association.

2. Any unresolved controversy or claim arising from or related to this contract shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and a judgment on any award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER

In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the City or the CCIA, in his or her individual capacity, and neither the officers, agents or employees of the City or the CCIA nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

MISCELLANEOUS

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto. The parties agree to consider the extension of the time requirements set forth in Paragraph 5 should the City in its sole discretion determine that the delay is unavoidable and reasonable under the circumstances.

2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

3. Severability. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. Counterparts. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. Entire Agreement. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the

subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. Further Assurances and Corrective Instruments. Each Local Unit 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 Redevelopment Project or the rights and responsibilities related to this Agreement or to correct any inconsistent or ambiguous term hereof.

7. Headings. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. Governing Law. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

COMPENSATION

Neither the CCIA nor the City shall be required to pay any annual payment to the other under this Agreement. All services provided under this Agreement and the prior Shared Services Agreement, including but not limited to engineering services, legal services, technical services, including testing and analyses, shall be paid as set forth herein and in the prior Shared Services Agreement, provided however, should there be a conflict in terms between this Agreement and the prior Shared Services Agreement, the terms of this agreement shall be controlling. Whenever

possible, the City and CCIA agree to use their own employees to provide any such services as may be available to the City or the CCIA upon such terms and conditions as may be otherwise agreed upon.

In accordance with N.J.S.A. 40A:65-1, *et seq.* this Agreement shall be filed with the Division of Local Government Services.

ATTEST

**CUMBERLAND COUNTY
IMPROVEMENT AUTHORITY**

Secretary of the Authority

Executive Director

ATTEST

**VINELAND CITY COUNCIL
AS REDEVELOPMENT ENTITY**

Municipal Clerk

President of Council