

RESOLUTION NO. 2020-531

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF CUMBERLAND, A BODY CORPORATE, BRIDGETON, NEW JERSEY AND THE CITY OF VINELAND FOR CODE BLUE WARMING CENTER ASSISTANCE FUNDS FOR THE HOMELESS IN VINELAND.

WHEREAS, despite efforts by all levels of government, nonprofit organizations and charitable foundations to end homelessness there is a population of homeless persons located within every city including the City of Vineland consisting of families with children, youth, veterans, the elderly and both employed and unemployed persons; and

WHEREAS, there are many factors contributing to the homelessness pandemic, most recently, the COVID-19 pandemic which has adversely impacted a person's ability to provide for basic needs including housing; and

WHEREAS, it is critical that emergency shelters are able to provide adequate shelter services of the homeless individuals in the City when a Code Blue alert is in effect due to the severity of the cold weather; and

WHEREAS, the County of Cumberland has funding acquired in accordance with The County Homeless Trust Fund Act, N.J.S.A. 52:27D-287a to provide financial assistance to communities within the County for emergency warming centers for their homeless population; 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 than 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 wish to outline their respective duties and obligations relative to the provisions of Code Blue warming centers for Vineland homeless population during Code Blue alerts due to severity of the cold weather by way of a Shared Services Agreement.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement for provisions of funding to be provided by the County of Cumberland in the amount of \$23,000.00 and services for a Code Blue Warming Center in the City of Vineland so as to provide emergency shelter during a Code Blue Emergency for Vineland homeless population from November 15, 2020 to December 31, 2021 in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

SHARED SERVICES AGREEMENT

**BETWEEN THE COUNTY OF CUMBERLAND AND THE CITY OF VINELAND
REGARDING “CODE BLUE” WARMING CENTER**

This Agreement is made on this _____ day of _____, 2020 by and between the **COUNTY OF CUMBERLAND**, a body corporate and politic of the State of New Jersey, whose address is 164 West Broad Street, Bridgeton, NJ 08302 (hereinafter “**CUMBERLAND**”) and the **CITY OF VINELAND**, a public body corporate and politic of the State of New Jersey, whose address is 640 E. Wood Street, PO Box 1508, Vineland NJ 08362 (hereinafter “**VINELAND**”).

WITNESSETH:

WHEREAS, the County of Cumberland has a tradition of providing financial assistance to its member municipalities such as the City of Vineland; and

WHEREAS, in particular, assistance for those programs within Cumberland County that provide services to individuals and families who are homeless, at-risk of becoming homeless, or whose homes are unable, either permanently or temporarily, to provide a sufficient heating source when weather conditions in the County have temperatures of 32 degrees Fahrenheit or lower, or the National Weather Service wind chill temperature will be zero degrees Fahrenheit or less for a period of 2 hours or more and which are known as “Code Blue” warming Centers; and

WHEREAS, one such “Code Blue” warming center (Center) is located within or provides such services to those individuals within the City of Vineland; and

WHEREAS, the County of Cumberland is desirous of entering into a shared services agreement with the City of Vineland to outline the shared responsibility and levels of participation that the local units have with respect to addressing Code Blue alerts and providing responsive

services; and

WHEREAS, the “Uniform Shared Services and Consolidation Act” (N.J.S.A. 40:65A-1 et seq.) provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

1. All of the above recitals are incorporated herein by reference as if repeated at length.
2. **CUMBERLAND** shall allocate the amount of **TWENTY-THREE THOUSAND (\$23,000.00) DOLLARS** to **VINELAND** to be used exclusively for the provision of services that directly support the Center and the homeless individuals solely located within the City of Vineland. **CUMBERLAND** shall not cause and/or direct any municipality, agency or other entity or person to deliver homeless individuals from locations outside of the boundaries of the City of Vineland in order to assure the health and safety of the homeless individuals at the Code Blue Warming Center, service providers and volunteers working at the Center and prevent the spread of COVID-19 therein.
3. It is further recognized and agreed by the parties that employees of the Center are not agents, servants or employees of **CUMBERLAND** and expressly state that the Center is not owned, operated or maintained by **CUMBERLAND**.
4. The use of the funds specified in Paragraph 2 herein above shall be allocated as determined by the Director of Community Development of the City of Vineland to be in the best interest of the homeless individuals at the Center, service providers and volunteers in his sole discretion.

5. Both parties agree to provide any additional logistic support, in an effort to meet the needs of homeless persons in the Vineland Code Blue Warming Center such as security, transportation or assistance in the transport of materials or supplies, if necessary.

6. The term of this Agreement shall be from November 15, 2020, through December 31, 2021.

7. **VINELAND** agrees to abide by the regulations of P.L. 1975, Chapter 127, Affirmative Action outlined in the Exhibit A attached hereto.

INSURANCE

At all times during the term of this Shared Services Agreement, the Parties shall maintain or cause to be maintained with responsible insurers (including the 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.

Both the County and City of Vineland, 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

Each party shall indemnify and shall hold the other party, the members of its governing body and its officers, agents 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 the services performed under the terms of this Shared Services Agreement.

REMEDIES

1. In the event of a violation of Paragraph 2 herein above, either party may cancel this agreement upon 24 hour written notice to the other. Should the agreement be cancelled in accordance with this Paragraph, any claim for reimbursement of funds shall be resolved in accordance with Paragraph 2 and 3 of this section.

2. 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.

3. 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 parties, and neither the officers, agents or employees of any of the parties 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.
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 Project 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.

10. Construction. Notwithstanding language which could be construed to the contrary herein, this Agreement shall, in all respects, be interpreted to conform with N.J.S.A. 52:27D-287(e) and the award letter to the County of Cumberland from the Division of Family Development specifying the appropriate use of funds.

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

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, intended to be legally bound.

ATTEST:

COUNTY OF CUMBERLAND

Kimberly Wood, Clerk to the Board

By _____
Joseph Derella, Director
Board of Chosen Freeholders

ATTEST:

CITY OF VINELAND

Keith Petrosky, Clerk

By _____
Anthony Fanucci, Mayor