

RESOLUTION NO. 2021- 371

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE VINELAND DOWNTOWN IMPROVEMENT DISTRICT MANAGEMENT CORPORATION AND THE CITY OF VINELAND FOR THE IMPLEMENTATION OF THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS NEIGHBORHOOD PRESERVATION PROGRAM**

**WHEREAS**, the City of Vineland is responsible for the application for funds from the New Jersey Department of Community Affairs, Neighborhood Preservation Program to be implemented by the Vineland Downtown Improvement District Management Corporation (VDID); and

**WHEREAS**, the City and VDID are required to enter into a Shared Services Agreement to perform the professional services in connection with the New Jersey Department of Community Affairs Neighborhood Preservation Program Grant Application; 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 implementation of the New Jersey Department of Community Affairs Neighborhood Preservation Program 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 by and between the City of Vineland and the Vineland Downtown Improvement District Management Corporation for the implementation of the New Jersey Department of Community Affairs Neighborhood Preservation Program as more further set forth therein.

**BE IT FURTHER RESOLVED** that the City of Vineland does further authorize the expenditure of funds pursuant to the terms of the executed Neighborhood Preservation Program Grant Agreement and the executed Shared Services Agreement.

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 DOWNTOWN IMPROVEMENT  
DISTRICT MANAGEMENT CORPORATION**

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## **SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** ("Agreement"), is made by and between the Vineland Downtown Improvement District Management Corporation (VDID) with offices located at 603 East Landis Avenue, Vineland, New Jersey (VDID), 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 VDID agree that it is in the best interest of the respective parties to enter into a Shared Services Agreement for the funding and implementation of the New Jersey Department of Community Affairs Neighborhood Preservation Program (NPP) in accordance with the NPP Grant Application as it is recognized that a reduced expenditure of municipal tax dollars while providing a greater level of governmental services can be achieved through a shared services agreement;
- B. The VDID and City have recognized their value to each other by providing reciprocal assistance when needed in the form of management of grant funds and the implementation of the NPP program to benefit the community.
- C. The City and the VDID 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 VDID 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 in the NPP Grant Application thereby providing more expeditious and efficient services to the tax payers;
- G. Acting pursuant to the Act, the City and the VDID desire to enter into this Shared Services Agreement (the "Agreement") through which the City and the VDID shall hereinafter share certain services and resources in order to decrease costs by the City and VDID and better implement the Grant funding;
- H. The City and the VDID 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 VDID do hereby agree as follows:

**1. SCOPE OF SERVICES**

- a. The City through its employees, shall cooperate with the VDID and provide any information available to it which will assist the VDID in the performance of the Scope of Services including available data, background information and representatives for meetings, negotiations, or court appearances as requested by the VDID.
- b. The VDID shall provide the following professional services in connection with this Agreement:
  - Implementation Services for the Neighborhood Preservation Program Grant (NPP)
    - VDID will serve as the NPP Coordinator for the City of Vineland NPP Program.
    - VDID will work with the City to develop and implement a 5-year Strategic Action Plan that focuses on community revitalization in the NPP DISTRICT NAME.
    - VDID will conduct Phase 1 activities with the City including: establishment of the NPP office, engagement of local residents, conduct neighborhood assessments, and development of the 5-year workplan to be completed by December 15, 2021.
    - VDID will conduct Phase 2 activities including: implementation of prioritized year 1 projects and programming that are identified in the 5-year action plan.
    - VDID will provide documentation to the City to support the submission of any required NPP/Department of Community Affairs reports as per the grant agreement.
    - VDID shall meet with staff of the Vineland Economic and Community Development Office to provide regular updates on projects and programming.
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**2. PAYMENT**

The City shall pay from the NPP Grant for the Scope of Services in an amount not to exceed 20% of the total award up to a maximum of \$25,000.00. The balance of the award funds will be made available to VDIS for program implementation. Funds will be disbursed as they are received from the New Jersey Department of Community Affairs.

**3. GENERAL PROVISIONS**

- Assignment
  - VDID agrees not to assign or transfer its rights or responsibilities in this agreement without the prior written consent of the CITY. Under the terms of this agreement VDID may engage other professionals to assist in the fulfillment of the work if there are no employees on staff capable of performing the work.
- Beneficial Interest
  - Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CITY and VDID.
- Confidential Information

- VDID agrees that it shall not, at any time or in any manner, either directly or indirectly, communicate to any person, corporation, firm, partnership or other legal entity any information of a confidential nature involving the business or operations of the City unless authorized by the appropriate municipal official.
- Duration of the Agreement
  - The duration of this Shared Services Agreement shall begin on September 1, 2021, and shall be for a period of 16 months ending December 31, 2022.
- Insurance
  - VDID is an independent contractor and not an employee of the City. VDID shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey.
- Ownership of Plans and Reports
  - The City shall be the owner of all reports or documents prepared by VDID which have been paid for by the City.
- Standard of Care
  - VDID shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for its profession. The professional services often require decisions which are not based upon exact science, but rather skilled judgment. VDID shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time the services are rendered. This standard of care shall not be judged according to later standards. No express or implied warranty or representation is provided as to the success or issuance of any approvals or permits for any application submitted by or on behalf of the City based in whole or in part upon the plans, designs or documents prepared by VDID.
- Notices
  - Notices and payments pursuant to this agreement shall be given in writing by ordinary mail to the parties at the following addresses:

VDID  
 Vineland Downtown Improvement  
 District Management Corporation  
 603 East Landis Avenue  
 Vineland, New Jersey 08360

CITY  
 City of Vineland  
 Economic Development and Community  
 Development Offices  
 P.O. Box 1508  
 640 East Wood Street  
 Vineland , New Jersey 08360

**4. INDEMNIFICATION**

Each party shall indemnify, defend and hold the other harmless from all losses, claims, liabilities, injuries or damage caused by any breach or termination of this agreement and any subsequent annual maintenance contract. 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 VDID waive all rights against each other to the extent of such coverage.

**5. DISPUTE RESOLUTION**

In the event a dispute arises concerning the terms and conditions of this Agreement the parties mutually agree that said dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Such appointment shall be made within 15 days after written notice by any party of the election to proceed with arbitration. Each party shall pay for their own arbitrator and shall share the cost of the third independent arbitrator as well as any costs for the proceeding. 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. Notwithstanding the terms of this paragraph, the parties shall be responsible for any future maintenance and service agreements on an equal basis.

**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. In the event the Agreement is terminated or the project is abandoned, the City shall be responsible for the payment for all work performed by the VDID to the point of termination from the Grant funds. Further, this Agreement shall be null and void should the City not be selected as a Neighborhood Preservation Program Community

**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 VDID intend by this Agreement to create any agency relationship or merger it being understood that both entities shall remain separate, independent local units.

**11. COMPLIANCE WITH LAWS AND REGULATIONS.**

The City and the VDID 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.

**12. 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.

**13. 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 on August , 2021

Party receiving services:  
City of Vineland

Party providing services:  
Vineland Downtown Improvement  
District Management Corp.

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Anthony R. Fanucci, Mayor