

RESOLUTION NO. R229-2013

WHEREAS, the Uniform Shared Services and Consolidation Act (NJSA 40A:65-1 et seq.) was adopted and made effective on April 3, 2007 to encourage government efficiency through shared services to help ameliorate the high property taxes paid in the State of New Jersey; and

WHEREAS, the Millville Housing Authority is a legal entity with which the City of Millville may contract for shared services within the meaning of the aforesaid Act; and

WHEREAS, the Holly City Development Corporation is a subsidiary corporation of the Millville Housing Authority; and

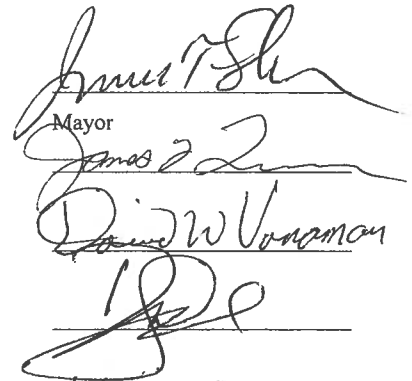
WHEREAS, the City of Millville desires to enter into a Shared Services Agreement with the aforesaid legal entities for the purpose of securing the services of Sylvia Stites as Senior Program Director at the Senior Center located on South Second Street within the City of Millville; and

WHEREAS, the Shared Services agreement covers the period from July 1, 2013 through December 31, 2014, which Agreement is on file in the office of the City Clerk; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE AS FOLLOWS:

1. The Shared Services Agreement is hereby approved
2. The Mayor and City Clerk are hereby authorized to execute same.

Adopted: September 17, 2013



The block contains three handwritten signatures. The first signature is for the Mayor, followed by two signatures for Commissioners. Each signature is written over a horizontal line.

W. James Parent abstained
Commissioners

Attest:



Susan G. Robostello, City Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE MILLVILLE HOUSING
AUTHORITY (THROUGH HOLLY CITY
DEVELOPMENT CORPORATION) AND
THE CITY OF MILLVILLE
COUNTY OF CUMBERLAND, NEW JERSEY**

This Shared Services Agreement is made this 17th day of September, 2013 by and between the Millville Housing Authority, through its subsidiary the Holly City Development Corporation, (the Provider) of Cumberland County, a non-profit corporation of the State of New Jersey with offices located at 1153 Holly Berry Lane, Millville, New Jersey 08332 and the City of Millville, a municipal corporation of the State of New Jersey (the Recipient) of Cumberland County, 12 South High Street, P.O. Box 609, Millville, New Jersey.

WITNESSETH

Whereas, the Uniform Shared Services and Consolidation Act (NJSA 40A:65-1 et seq.) was adopted and made effective on April 3, 2007 to encourage government efficiency through shared services to help ameliorate the high property taxes paid in the State of New Jersey; and

Whereas, the Provider and the Recipient desire to enter into a Shared Services Agreement to share the services of Sylvia Stites who will act as Senior Program Director for the Senior Center operated by the Recipient; and

Whereas, the Provider has approved this Agreement by a resolution adopted by the governing body of the non-profit corporation at a regular meeting held in accordance with the Open Public Meetings Act pursuant to Resolution No. _____ adopted on _____.

Whereas, the Recipient has approved this Agreement by a resolution adopted by the governing body of the municipality at a regular meeting held in accordance with the Open Public Meetings Act pursuant to Resolution No. R229-2013 adopted on September 17, 2013.

Now, Therefore, in consideration for the mutual promises contained herein the Provider and Recipient Agree as Follows:

ARTICLE I. PURPOSE AND SCOPE

1. Primary Employer. The Holly City Development Corporation is a subsidiary of the Millville Housing Authority. The Provider is hereby designated as the primary employer of Sylvia Stites for purposes of salary, and any other employee benefits. This Agreement shall not negatively impact the employee's terms of employment.

2. Designation as Agent. The parties acknowledge that Sylvia Stites shall be the agent of the Recipient when performing services on its behalf. As such she shall have those powers reasonable and necessary to perform the function of Senior Program Director at the Senior Center operated by the Recipient.

3. Resolution. Pursuant to NJSA 40A:65-5, this Agreement may be approved by the adoption of a resolution by the governing body of each public entity at an open public meeting held in accordance with the Open Public Meetings Act.

4. State Filing. This Agreement shall be filed for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to the rules and regulations promulgated by the director.

ARTICLE II. SCOPE OF SERVICES & RESPONSIBILITIES OF RECIPIENT

1. Hours of Service. Sylvia Stites shall work a maximum of twenty (20) hours per week for the Recipient to perform the functions of Senior Program Director for the Senior Center.

2. Place of Operation. The Senior Center is located on South Second Street within the City of Millville.

3. Personnel. The Recipient, through its employees, shall cooperate with the Senior Program Director to ensure her work is performed in an efficient manner.

ARTICLE III. CONSIDERATION AND METHOD OF PAYMENT

The annual consideration paid by the Recipient to the Provider for the shared services set forth herein shall not exceed \$19,500.00.

1. Payments shall be made on a monthly basis at the end of each calendar month based on the actual wages incurred by the Provider during the relevant period.

2. Payments shall not begin until the Agreement is fully effective in accordance with the procedures set forth herein.

3. Monthly payments shall be based on calendar months. If there is a partial calendar month at the beginning or end of this Agreement the consideration shall be prorated for the portion of the month when services were provided.

ARTICLE IV. GENERAL PROVISIONS

1. Applicable Law and Venue. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of laws principles. The parties agree that any and all legal actions relating to any dispute, enforcement or other matter to be decided between them arising out of this Agreement or the subject matter hereof shall be brought in a state court in Cumberland County.

2. Alternative Dispute Resolution. The parties may agree to submit any dispute, enforcement, or other matter related to this Agreement to binding arbitration. In such case the parties agree to follow the normal arbitration proceedings established in the Superior Courts of Cumberland County for dispute resolutions, except that the arbitration shall be binding with no appeal to the courts.

3. Compliance with Law. The parties to this Contract shall be required to comply with all applicable Federal, State, County and local laws during the performance of this Contract.

4. Duration of Contract. The duration of this Contract shall be for the period from July 1, 2013 through December 31, 2014 and may be extended for an additional twelve (12) month period by the mutual consent of both parties.

5. Effective Date. This Agreement shall take effect upon the adoption of the appropriate resolutions by all the parties thereto, and the execution of the Agreement by the authorized municipal officials.

6. Insurance. The parties to this Agreement shall be responsible for the following insurance requirements: (a) the Provider (Holly City Development Corporation) shall maintain adequate insurance as required by the laws of the State of New Jersey for the duration of this Contract to include workers compensation insurance; (b) the Recipient (City of Millville) shall maintain adequate insurance coverage as required by the laws of the State of New Jersey for the duration of this Contract to include general and public liability insurance.

7. Notice. Any notice contemplated by this Agreement shall be sent by regular and certified mail to the Clerk of the municipality to which the notice is directed. The address used shall be as follows:

A. City Clerk of the City of Millville
12 South High Street
P.O. Box 609
Millville, New Jersey 08332

B. Millville Housing Authority
1 Vine Street
Millville, New Jersey 08332
Attn: Paul Dice, Secretary

C. Holly City Development Corporation
1 Vine Street
Millville, New Jersey 08332
Attn: Paul Dice, Secretary

8. Partial Invalidity. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

9. Reimbursement. In the event of any dispute as to the amount to be paid, the full amount to be paid as provided for in this Agreement shall be paid. But, if through subsequent negotiation, arbitration or litigation, the amount due shall be agreed, determined or adjudicated to be less than was actually paid, then the party having received the payment shall forthwith repay the excess.

10. Termination. This Agreement may be terminated at any time by either party provided that such request for termination is reduced to writing and meets the following conditions: (a) is executed by the chief administrative officer of the requesting municipality or his or her designated representative; (b) specifies the exact date of the requested termination; and (c) provides to the other party not less than ninety (90) days written notice of the effective date of the termination.

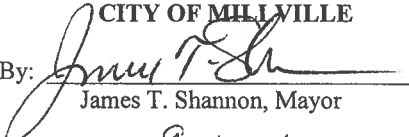
11. Waiver. Failure to insist upon strict compliance of any conditions, covenants or terms of this Agreement at any one time shall not be deemed a waiver of such condition, covenant, or term at any other time. Furthermore, a waiver or relinquishment of any right or power set forth herein at any time shall not be deemed to be a waiver or relinquishment of the same right or power, or any other right or power, at any other time.

12. Entire Agreement. This Contract represents the entire agreement between the parties. No amendment to this Contract shall be valid unless it is made in writing and

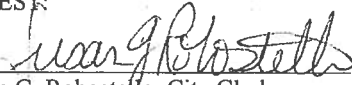
and executed by the parties and approved by resolutions of the governing bodies of each municipality.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latter of the dates written below.

CITY OF MILLVILLE

By: 
James T. Shannon, Mayor
Date: 9-17-13

ATTEST:


Susan G. Robostello, City Clerk

MILLVILLE HOUSING AUTHORITY

By: _____
G. Larry Miller, Chairman
Date: _____

WITNESS:

Paul Dice, Secretary

HOLLY CITY DEVELOPMENT CORP.

BY: _____
Date: _____

ATTEST:

Paul Dice, Secretary