

RESOLUTION #16-151

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR ECONOMIC DEVELOPMENT ASSISTANCE

WHEREAS, the City of Woodbury (“City”) has on several occasions in the past entered into Shared Services Agreements with the Gloucester County Improvement Authority (“GCIA”) regarding the funding of economic development assistance; and

WHEREAS, the City and the GCIA desire to enter into a Shared Services Agreement for the purpose of economic development; and

WHEREAS, the aforementioned Shared Services Agreement expires on or about November 13, 2016; and

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1, *et seq.*, specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services; and

WHEREAS, the City Council of the City of Woodbury has determined that the entry into a new Shared Services Agreement would be in the best interest of the City, a copy of said Shared Services Agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that the Mayor, City Clerk, City Administrator and/or City CFO shall be and are hereby authorized to execute a Shared Services Agreement with the Gloucester County Improvement Authority, a copy of which is attached hereto as Exhibit

A on behalf of the City of Woodbury and/or take all steps necessary to implement same and that a copy of the Agreement shall be forthwith filed with the Commissioner of Community Affairs.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on November 22, 2016.

CITY OF WOODBURY



By:

DAVID TROVATO
President of Council

ATTEST:


ROY A. DUFFIELD, Clerk

RESOLUTION #16-151

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT
AUTHORITY FOR ECONOMIC DEVELOPMENT ASSISTANCE**

EXHIBIT A

**SHARED SERVICES AGREEMENT
FOR ECONOMIC DEVELOPMENT ASSISTANCE**

by and between

CITY OF WOODBURY

and

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

Dated: November 22, 2016

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (“Shared Services Agreement” or “Agreement”), dated November 22, 2016, is made by and between the CITY OF WOODBURY (hereinafter referred to as “Woodbury”), a body politic and corporate of the State of New Jersey, and the GLOUCESTER COUNTY IMPROVEMENT AUTHORITY (hereinafter referred to as “GCIA”), a body politic and corporate of the State of New Jersey (hereinafter referred to as “Party/Parties”), and;

WHEREAS, Shared Service Agreements are authorized under and by virtue of the provisions of N.J.S.A. 40A:65-1 et seq. (the “Uniform Shared Services and Consolidation Act”), which permits local units to enter into a contract for any service which either Party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the Parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and

WHEREAS, the GCIA recognizes the importance of economic development in Woodbury as it relates to the economic health and quality of life of the Gloucester County Community; and

WHEREAS, the continued improvement, revitalization and development, and preservation of this area is a municipal and regional goal; and

WHEREAS, the GCIA, after consultation with the County of Gloucester, desires to provide economic and professional assistance to the City of Woodbury to help it reach this common goal; and

WHEREAS, the GCIA has agreed to provide funding to Woodbury in an amount not to exceed \$40,000.00, pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

This Agreement sets forth the specific provisions for the Shared Services Agreement between WOODBURY and GCIA to assist Woodbury in the funding of economic development programs and activities in accordance with the Uniform Shared Services and Consolidation Law, as follows:

1. GCIA agrees to pay the City of Woodbury a one-time lump sum amount of \$40,000.00 for economic development programs and activities.
2. The term of this Shared Services Agreement (“Term”) shall commence on the execution by the Parties of this Agreement and shall continue until payment of the \$40,000.00 to the City of Woodbury.
3.
 - a) Pursuant to this Shared Services Agreement, both Parties shall indemnify and shall hold harmless the other Party, the members of its governing body, and its officers, agents and employees harmless against, and shall pay any and all liability, loss, cost, damage, claims, judgment or expense of any and all kinds or nature, which shall be imposed by law, which either Party, its governing body, or its officers, agents or employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action brought by an officer, agent or employee of either Party which is based upon personal injury, death, or damage to property, whether real, personal or both, and which arises from either Party’s involvement in this funding project.
 - b) Both Parties, at their own cost and expense, shall defend any and all claims, suits and actions which may be brought or asserted by an officer, agent or employee of either Party against either Party, the members of its governing body, and its officers, agents and employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend either Party or any insured Party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
 - c) Either Party shall give an authorized representative of the other Party prompt written notice of the filing of each such claim by any officer, agent or employee of the other Party.
4. 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 with undertakings, inducements or conditions, express or implied, oral or written, between the Parties hereto.
5. The Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.

6. 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 herein.
7. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto.
8. 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.
9. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.
10. Unless otherwise provided in writing, any notices to be given or to be served upon any Party hereto, in connection with this Agreement, must be in writing and may be delivered personally or by certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notice shall be given to the Parties at their following respective addresses or at such other addresses as each Party may hereafter designate to the other Parties in writing:

If to the CITY OF WOODBURY:

Michael Theokas, Administrator
City of Woodbury
33 Delaware Street
Woodbury, New Jersey 08096

If to the GLOUCESTER COUNTY IMPROVEMENT AUTHORITY:

George Strachan, Acting Executive Director
Gloucester County Improvement Authority
109 Budd Boulevard
Woodbury, New Jersey 08096


11. 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 the Parties, and neither the officers, agents or employees 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.


12. 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 applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

ATTEST:

CITY OF WOODBURY



ROY A. DUFFIELD
City Clerk



WILLIAM J. VOLK, JR.
Mayor, City of Woodbury

[Seal]

ATTEST:

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

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