



Resolution # \_\_\_\_\_-2014

**Approving a Management Services Agreement between the Holly City Development Corporation and the Millville Community Center**

WHEREAS the Holly City Development Corporation (HCDC), a New Jersey non-profit corporation formed through a Certificate of Incorporation executed the 26<sup>th</sup> day of August 1998, desires to enter into a Management Services Agreement with the Millville Community Center (MCC);

AND WHEREAS, the HCDC will provide the following services to the MCC:

1. Provide a part-time coordinator of services
2. Oversight provided by the HCDC's Executive Director
3. Accounting and Information Technology Services

AND WHEREAS, the MCC will pay a fee to the HCDC for the services in the amount of \$32,500 per year – payable monthly at a rate of \$2,708.34;

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE HOLLY CITY DEVELOPMENT CORPORATION that the Executive Director is authorized to enter into a Management Agreement with the Millville Community Center.

\_\_\_\_\_  
Larry Miller

\_\_\_\_\_  
Dale Finch

\_\_\_\_\_  
Paula Ring

\_\_\_\_\_  
James Parent

\_\_\_\_\_  
Brian Tomlin

\_\_\_\_\_  
Kim Ayres

Date:

# Management Services Agreement

This agreement is made effective as of \_\_\_\_\_, by and between the Holly City Development Corporation and the Millville Community Center Corporation.

In this agreement, the party who is contracting to receive services shall be referred to as "the MCC" and the party who will be providing the services shall be referred to as "the HCDC."

The HCDC has a background in providing management services and is willing to provide services to the MCC based on this background.

## DESCRIPTION OF SERVICES

Beginning on \_\_\_\_\_, the HCDC will provide the following management services (collectively, the "services"):

- a. Designate Heather Santoro as the part-time coordinator for the Millville Community Center;
- b. Oversight by the HCDC's Executive Director
- c. Preparation of monthly program and operations reports;
- d. Preparation of monthly internal finance reports (auditing and fee accounting services notwithstanding) by the HCDC's Finance Department;
- e. Information Technology (IT) services through the HCDC's IT department;
- f. Serve as liaison with all municipal, state, county and federal agencies and departments;
- g. Serve as liaison with legal counsel and risk management advisors;
- h. Maintain MCC website;
- i. Safeguard the interests of the MCC Board;
- j. Maintain responsibility for the coordination of MCC services;
- k. Prepare and submit reports as may be required by the Board;
- l. Advise and notify the MCC Board of all equipment and supplies necessary to operate the business; and

The HCDC agrees to devote its best effort to the performance of its management services. The parties further agree the HCDC will perform such other services as agreed upon by the parties from time to time.

## PERFORMANCE SERVICES

The manner in which the Services are to be performed and the specific hours to be worked by the HCDC shall be determined by the MCC and HCDC. The MCC will rely on the HCDC to work as many hours as may be reasonably necessary to fulfill the HCDC's obligations under this agreement.

## PAYMENT

The MCC will pay a fee to the HCDC for the Services in the amount of \$32,500 per year. This fee shall be payable monthly at a rate of \$2,708.34.

**SUPPORT SERVICES**

The MCC shall be responsible for the payment of services for legal counsel, fee accounting, auditing, corporate filing fees, and any other operating expenses that the HCDC does not expressly agree to responsibility for within this contract.

**INSURANCE**

The MCC will maintain a General Liability policy at all times with the HCDC shown as an Additional Insured. Further, this policy shall contain a Waiver of Subrogation in favor of the HCDC. The HCDC shall also maintain a General Liability policy at all times with the MCC shown as Additional Insured.

**NEW PROJECT APPROVAL**

The HCDC and the MCC recognize that the HCDC’s Services will include working on various projects for the MCC. The HCDC shall obtain the approval of the MCC Board prior to the commencement of a new project.

**TERM**

This agreement shall remain in full force and effect, pending the MCC receipt of the Carley Foundation funding, for a period of one (1) year commencing on \_\_\_\_\_. If the funding from the Carley Foundation is not received, the contract terms will not remain in effect.

**RELATIONSHIP OF PARTIES**

It is understood by the parties that the HCDC is an independent contractor with respect to this management services contract, and not an employee of the MCC.

**DISCLOSURE**

The HCDC is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the MCC. Prompt disclosure is required under this paragraph if the activity or interest is related directly or indirectly to:

**EMPLOYEES**

HCDC employees and Millville Housing Authority, if any, who perform services for the MCC under this Agreement shall also be bound by the provisions of this Agreement.

**INDEMNIFICATION**

The MCC agrees to hold harmless the and indemnify HCDC from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the HCDC, its directors, employees, agents or assigns that result in the course of its execution of responsibilities in connection with this Agreement or related thereto.

**ASSIGNMENT**

The HCDC’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the MCC.

**RETURN OF RECORDS**

Upon termination of this Agreement, the HCDC shall deliver all records, notes, data, memoranda, models and equipment of any nature that are in the HCDC’s possession or under the HCDC’s control and that are the MCC’s property or relate to the MCC’s business.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**APPLICABLE LAW**

This agreement shall be governed by the laws of the State of New Jersey.

Party receiving services:

Millville Community Center

Signed by: \_\_\_\_\_

Dated: \_\_\_\_\_

Party providing services:

Holly City Development Corporation

Signed by: \_\_\_\_\_

Dated: \_\_\_\_\_