

Resolution No. 02-396

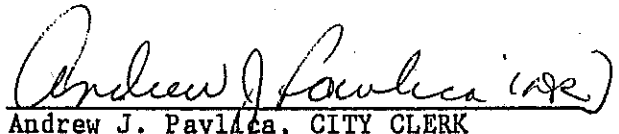
BE IT RESOLVED by the Garfield City Council that the Mayor and City Clerk are hereby authorized to execute the Interlocal Services Agreement between the City of Garfield and the Garfield Redevelopment Agency for the payment of bills to City funds for Redevelopment activities.

FURTHER RESOLVED that said payment is contingent upon the City Financial Officer authorizing that said funds are available.

On call of roll, Ayes 5

(Sgd) Connie Kasica-Giacomarro  
Louis G. Aloia  
Douglas A. Lavery  
Frank J. Calandriello  
James Krone

I hereby CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the City Council at a Regular Meeting held Tuesday, September 10, 2002.

  
Andrew J. Pavlica, CITY CLERK

**INTERLOCAL SERVICES AGREEMENT BY AND  
BETWEEN THE CITY OF GARFIELD AND THE  
GARFIELD REDEVELOPMENT AGENCY FOR THE  
PAYMENT OF BILLS FROM CITY FUNDS FOR  
REDEVELOPMENT ACTIVITIES**

THIS INTERLOCAL SERVICES AGREEMENT, made this \_\_\_\_\_ day of September, 2002 (the "Agreement") by and between the City of Garfield, a municipal corporation in the State of New Jersey (the "City") and the Garfield Redevelopment Agency, a public body corporate and politic of the State of New Jersey (the "Agency"), pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq. (Interlocal Services Act).

**WITNESSETH:**

**WHEREAS**, the Agency has been created by an Ordinance of the City, as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., and the acts amendatory thereof and supplemental thereto (the "Redevelopment Law"); and

**WHEREAS**, the City created the Agency to serve as the primary municipal agency for the encouragement, promotion and coordination of appropriate economic activities and expansion within the City and as the redevelopment entity which shall be responsible for the clearance, planning, development and redevelopment of such areas for the Redevelopment Plans that presently exist or may be adopted in the future; and

**WHEREAS**, prior to the creation of the Agency, the City was undertaking the above described redevelopment activities; and

**WHEREAS**, the payment of expenses and other related costs for redevelopment activities were funded through appropriations of the City and other sources that were available; and

**X****WHEREAS**, in order to, among other things, provide for the continued development and implementation of Redevelopment Plans in an effective and efficient manner, the City agrees to pay expenses and other related costs from prior and future appropriations of the City and other sources when available; and

**WHEREAS**, the Redevelopment Law and the Interlocal Services Act, authorize the City and the Agency to execute agreements by and among themselves providing for or relating to the planning, replanning and redevelopment of areas within their jurisdiction and

for the payment of expenses and other related costs for these activities and to amend such agreements; and

WHEREAS, the City and the Agency have each duly authorized its proper officials to enter into and execute this agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

## ARTICLE I

### SCOPE

Section 1.01. Duties of the City. The City shall pay for expenses and other related costs of the redevelopment activities of the Agency, provided the payments are for expenses and costs related to the duties and obligations of the Agency as created by the City. The payments shall be made from prior and future appropriations of the City and from other sources when available. The City shall, at all times, cooperate fully with the Agency and expeditiously respond to all Agency requests for the payment of expenses and other related costs pertaining to redevelopment activities.

Section 1.02 Duties of the Authority. The Agency shall submit invoices for the payment of expenses and other related costs of the redevelopment activities fo the Agency to the City. The Agency shall, at all times, cooperate fully with the City and expeditiously respond to all City requests for documentation and information related to the payments of expenses and other related costs pertaining to redevelopment activities.

Section 1.03. The parties agree to hold each other harmless for any loss, damage or claim incurred or asserted resulting from the negligence of either party in performing their duties and responsibilities under this Agreement.

## ARTICLE II

### MISCELLANEOUS

Section 2.01. Modifications. The provisions of the Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02. Headlines. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 2.03. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

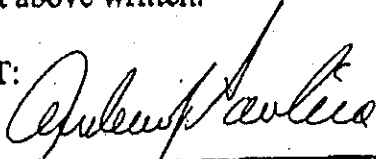
Section 2.04. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05. Execution of Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the City and by the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the City and the Agency have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

By:

  
Andrew Pavlica, Municipal Clerk

CITY OF GARFIELD

By:

  
Frank Calandriello, Mayor

ATTEST:

By:

  
Christos J. Dikas, Secretary

GARFIELD REDEVELOPMENT  
AGENCY

By:

  
Rosemarie Aloia, Chairman