

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Upper Deerfield Township COUNTY: Cumberland

RECIPIENT: City of Millville COUNTY: Cumberland

**BRIEF DESCRIPTION OF SERVICE:**

Construction Code Office Services

EFFECTIVE DATE: December 2, 2015

EXPIRATION DATE: December 31, 2019

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

# CITY OF MILLVILLE

## COMMISSIONERS

MICHAEL SANTIAGO, MAYOR  
Director of Public Safety  
JAMES F. QUINN, VICE MAYOR  
Director of Revenue & Finance  
LYNNE PORRECA COMPARI  
Director of Public Affairs  
DAVID W. ENNIS  
Director of Public Works  
JOSEPH SOOY  
Director of Parks & Public  
Property



"A MAIN STREET NEW JERSEY COMMUNITY"

12 SOUTH HIGH STREET  
P.O. BOX 609  
MILLVILLE, NEW JERSEY 08332

TELEPHONE: (856)825-7000  
FAX: (856)825-3686  
www.millvillenj.gov

## OFFICERS

SUSAN G. ROBOSTELLO  
City Clerk/Administrator  
MARCELLA SHEPARD  
Chief Financial Officer  
SHERRI J. BALL  
Tax Collector  
BRIAN P. ROSENBERGER  
Tax Assessor

December 2, 2015

Upper Deerfield Township  
Roy Spoltore, City Clerk/Administrator  
1325 Highway 77  
Seabrook NJ 08302

Dear Mr. Spoltore:

Enclosed please find two (2) duly executed Shared Services Agreements and one (1) copy of Resolution No. R357-2015, approved by the Board of Commissioners at a meeting held on December 1, 2015 described as follows:

Resolution No. R357-2015

Resolution authorizing Shared Services Agreement with the Township of Upper Deerfield, for services in connection with the Construction Code Office commencing December 2, 2015

Upon receipt of the appropriate signatures kindly return one duly executed original to the City Clerk's Office at your earliest convenience.

Should you have any questions, please contact me.

Very truly yours,



Susan G. Robostello, RMC  
City Clerk/Administrator

SGR/lrb  
Enclosure

c: Board of Commissioners  
Brock Russell, City Attorney  
Jeryl Goff, Construction Official  
Marcella Shepard, CFO  
DCA ([EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us))

**RESOLUTION NO. R357-2015**

**AUTHORIZING SHARED SERVICE AGREEMENT  
WITH THE TOWNSHIP OF UPPER DEERFIELD**

WHEREAS, the Board of Commissioners of the City of Millville has determined that is advisable and beneficial to the residents of the City of Millville to enter into a shared service agreement with the City of Millville with respect to the provision of construction code office services; and

WHEREAS, shared services are permitted under the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1*, et seq.; and

WHEREAS, the Board of Commissioners of the City of Millville has reviewed the form of a shared services agreement between the City of Millville and the Township of Upper Deerfield for the aforesaid purpose; and

WHEREAS, the Board of Commissioners of the City of Millville is desirous of approving and entering into the aforesaid agreement;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Millville that a shared service agreement between the City of Millville and the Township of Upper Deerfield be and the same is hereby approved; and

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Millville that the Mayor and Clerk be and are hereby authorized to execute the aforesaid agreement on behalf of the City of Millville; and

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Millville that the agreement shall be deemed to be effective commencing on December 2, 2015.

4. Notice of this action shall be published in the Daily Journal.


Moved By: Porreca Compari

Seconded By: Sooy

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago		X		
James F. Quinn		X		
Lynne Porreca Compari	X			
David W. Ennis	X			
Joseph Sooy	X			

**CERTIFICATION**

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on December 1, 2015.

  
Susan G. Robostello, City Clerk

**SHARED SERVICES AGREEMENT  
BETWEEN UPPER DEERFIELD TOWNSHIP  
AND THE CITY OF MILLVILLE  
COUNTY OF CUMBERLAND, NEW JERSEY**

This Shared Services Agreement is made this 1<sup>st</sup> day of ~~October~~ <sup>December</sup>, 2015 by and between and the Township of Upper Deerfield (the "Provider") of Cumberland County, a municipal corporation of the State of New Jersey with offices located at 1325 State Highway 77, Seabrook New Jersey 08302 and the City of Millville, (the "Recipient") of Cumberland County, a municipal corporation of the State of New Jersey with offices located at 12 South High Street, Millville, New Jersey 08332.

**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 Construction Code Official services for the mutual benefit of both municipalities which is memorialized in a written agreement presently on file in the office of the municipal clerk of each municipality; and

WHEREAS, the Provider 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. 15-268 adopted on October 1, 2015.

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. 357 adopted on 12-1-15.

NOW THEREFORE, in consideration for the mutual promises contained herein the Provider and Recipient agree as follows:

**ARTICLE I. PURPOSE AND SCOPE**

1. Appointment. As a condition of this Agreement, the Construction Code Official, Building Code Official, Electrical Code Official, Plumbing Code Official and Fire Code Official and Office Staff of the provider shall be recognized

or appointed by the governing body of the City of Millville as it may determine necessary pursuant to the shared service agreement.

2. Designation as Agent. The parties acknowledge that the Construction Code Official, Building Code Official, Electrical Code Official, Plumbing Code Official and Fire Code Official and Office Staff shall be the agent of the party when performing construction code services for that party. As such the Code Officials shall have full powers of performance and maintenance of the service contracted for, and full powers to undertake any ancillary operation which is reasonable and necessary to carry out the duties, obligations and responsibilities under this Agreement.

3. Primary Employer. The Provider is hereby designated as the primary employer of the Construction Code Official, Building Code Official, Electrical Code Official, Plumbing Code Official and Fire Code Official and Office Staff for purposes of tenure rights, salary, pension and other employee benefits. This Agreement shall not negatively impact the employee's tenure, salary, pension and other benefits. Except as provided under this agreement, hiring, firing, and discipline of each employee performing services under this agreement shall be maintained by the Township of Upper Deerfield which hired such employee. The provider agrees to consult with the Recipient with respect to any disciplinary infractions or violations which may arise in the course of duties provided in the other's jurisdiction.

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

5. 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. The Construction Code Official shall be available to the Recipient at their offices two to three days per week. The Construction Code Official will also do work during the week at the Providers location through logging onto the Recipients offices software program. Contractors or residents may make appointments to meet with the Construction Code Official either at the Recipients or Providers offices. If the Construction Code official is on vacation for a week or has an extended illness, the Official will provide any additional hours required the following week to keep the office current. The

Building Code Official, Electrical Code Official, Plumbing Code Official and Fire Code Official shall be available to the Recipient at their offices and/or on inspections two to three days per week. Office Staff shall be provided at the Recipients offices 25 hours per week.

2. Place of Operation. The Recipient shall provide sufficient office space so that the Construction Code Official, Building Code Official, Electrical Code Official, Plumbing Code Official and Fire Code Official can carry out their duties efficiently.

3. Maintenance of Records. Any and all records that pertain to the office of the Construction Code Official shall be maintained by the Recipient.

4. Equipment and Operating Expenses. The Recipient shall provide adequate computer hardware/software, copier and motor vehicles to perform construction code, building code, electrical code, plumbing code and fire code duties and Office Staff. The Recipient shall also provide for the installation of the Recipients construction office software at the Providers location as well. The Recipient shall be responsible for all operating expenses associated with the office of the Construction Code Official.

5. Office Supplies. The Recipient shall be responsible for all office supplies, printing of permits, license jackets and other supplies necessary to carry out the duties of the Construction Office.

6. Compliance with Law. The Construction Code Official, Building Code Official, Electrical Code Official, Plumbing Code Official and Fire Code Official shall comply with all applicable state statutes governing the performance of the duties and responsibilities of the Code Official.

7. Standard of Performance. The Construction Code Official, Building Code Official, Electrical Code Official, Plumbing Code Official and Fire Code Official and Office Staff shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for the profession. The professional services often require decisions which are not based upon exact science, but rather skilled judgment. The Construction Code Official shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time the services were rendered. Their standard of care shall not be judged according to later standards.

8. Construction Appeals. The County Construction Board of Appeals shall serve as the Construction Board of Appeals for the Provider and the Recipient. Each municipality shall be responsible with respect to the cost of legal services



arising from appeals to the Construction Board of Appeals arising from and related to the municipality from which such appeals are derived.

### **ARTICLE III. CONSIDERATION AND METHOD OF PAYMENT**

The annual consideration paid by the Recipient to the Provider for the shared services set forth herein is receipt of sixty percent (60%) of the Building Code, Electrical Code, Plumbing Code and Fire Code permit fees collected by the Recipient

1. Payments shall be made on a monthly basis for the previous month's percentage of collection by the end of each calendar month. Example - January's construction report will show the amount collected for each permit; the Recipient will pay the Provider 60% of the collected permit fees from January by the end of February.

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

### **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 the parties arising out of the 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. **Duration of Contract.** The duration of this Contract shall be for the period from December 2, 2015 until December 31, 2019 unless terminated by the mutual consent of both parties or in accordance with any applicable laws, rules or regulations including legal proceedings.

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

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

6. 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. Township Clerk of Upper Deerfield Township  
1325 State Highway 77  
Seabrook, New Jersey 08302

7. 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.

8. 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.

9. 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 their designated representative; (b) specifies the exact date of the requested termination; and (c) provides to the other party not less than sixty (60) days written notice of the effective date of the termination.

10. Waiver. Failure to insist upon strict compliance of any conditions, covenants or terms of the 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.



11. Liability. It is understood and agreed between the Provider and the Recipient that each municipality shall carry and maintain public liability and related insurance as may be required to cover, defend, and indemnify with respect to any claims that arise from services under this agreement.

12. Replacement Agreement. This agreement will replace the current shared service agreement for the administrative services of the construction code official and make the existing agreement for the administrative services of the construction code official null and void at the effective date of this agreement.

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

ATTEST:

  
Susan G. Robostello, City Clerk

**CITY OF MILLVILLE**

By:   
Michael Santiago, Mayor

Date: 12/1/2015

**UPPER DEERFIELD TOWNSHIP**

ATTEST:

By: \_\_\_\_\_  
James P. Crilley, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Roy J. Spoltore, Township Clerk