

RESOLUTION NO. 113-2015

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF LOGAN
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
WITH THE CITY OF WOODBURY FOR THE PROVISION OF CONSTRUCTION
OFFICIAL AND ELECTRICAL, PLUMBING, BUILDING AND
FIRE SUB-CODE/INSPECTOR SERVICES**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits local units of this state to enter into a contract with any other governmental unit for shared services; and

WHEREAS, the City of Woodbury has agreed to provide Construction Official and Electrical, Plumbing, Building and Fire Sub-Code/Inspector services to the Township of Logan pursuant to the terms and conditions set forth in the Shared Services Agreement dated June 16, 2015 attached hereto as Exhibit "A"; and

WHEREAS, such Agreements are encouraged by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Logan, County of Gloucester, State of New Jersey, as follows:

1. The Mayor and Clerk of the Township of Logan are hereby authorized to execute the Shared Services Agreement dated June 16, 2015 with the City of Woodbury, attached hereto as Exhibit "A".

2. A copy of this Resolution and the Agreement shall be filed with the Commissioner of the Department of Community Affairs.

ADOPTED at a Regular Meeting of the Logan Township Council held June 16, 2015.

TOWNSHIP OF LOGAN


FRANK W. MINOR, Mayor

ATTEST:


LINDA L. OSWALD, Clerk

RESOLUTION NO. 15-127

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF LOGAN FOR CONSTRUCTION CODE ENFORCEMENT

WHEREAS, the Township of Logan and City of Woodbury have concluded that their residents will benefit from the sharing of certain defined services; and

WHEREAS, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to this Agreement; and

WHEREAS, the City of Woodbury and the Township of Logan agree that this Agreement shall provide for a sharing or receiving of certain services and/or resources, and for the compensation, more particularly described on the Schedule(s) attached to the Agreement; and

WHEREAS, the City of Woodbury and the Township of Logan wish to enter into a Shared Service Agreement substantially in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that the Mayor and/or Administrator are hereby authorized to enter into a Shared Services Agreement substantially in the form attached hereto.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on June 23, 2015.

CITY OF WOODBURY



By: **DAVID TROVATO**
President of Council

ATTEST:


ROY A. DUFFIELD, Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF LOGAN AND THE
CITY OF WOODBURY**

THIS AGREEMENT dated June 16, 2015 is made between the TOWNSHIP OF LOGAN, Gloucester County, New Jersey (“Logan”), a municipal corporation of the State of New Jersey, with principal offices at 125 Main Street, Bridgeport, NJ 08014, and the CITY OF WOODBURY (hereinafter “Woodbury”, with principal offices at 33 Delaware St. Woodbury, New Jersey 08096.

WITNESSETH

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., municipalities and other local units may enter into Shared Services Agreements with other governmental units by adoption of a Resolution therefore; and

WHEREAS, Logan Township and Woodbury are local units as defined by N.J.S.A. 40A:65-3; and

WHEREAS, Logan Township and Woodbury have concluded that their residents will benefit from the sharing of certain defined services, and

WHEREAS, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to this Agreement; and

WHEREAS, the proper and respective officials of the local units were authorized to execute this Shared Services Agreement pursuant to the adoption of Resolutions of their respective entities.

NOW, THEREFORE, and in consideration of the mutual promise set forth herein, the parties hereto agrees as follows:

1. **PURPOSE**

The parties agree that this Agreement shall provide for a sharing or receiving of certain services and/or resources, and for the compensation, more particularly described on the Schedule(s) attached hereto.

2. **TERM**

The services to be furnished by this Agreement shall commence July 1, 2015. Pursuant to N.J.S.A. 40A:65-7a(4), this Agreement shall continue in effect through December 31, 2020 unless properly terminated beforehand by the parties as provided below.

3. PROVISION OF SERVICES

a) For purposes of this Agreement, any party performing services for or on behalf of the other party shall be deemed to be an agent of the non-performing party and said performing party shall have the full powers of performances and maintenance of the services contracted for and full powers to undertake any ancillary operations reasonably necessary or convenient to carry out its duties and obligations under this Agreement. However, no party hereto shall be liable for the cost of acquisition, construction or maintenance of any capital facility or equipment acquired by the performing party unless specifically provided for in this Agreement or any subsequent amendment hereto.

b) If any party performing any service contemplated by this Agreement utilizes the services of a private contractor to perform any or all of the services covered by this Agreement, such party shall be required to award the work to be performed by the private contractor in full accordance with the "Local Public Contracts Law", N.J.S.A. 40A:11-1, et seq.

c) This Agreement must be authorized via Resolution by the Logan Township Council and Woodbury City Council, prior to the actual provision of the service(s) provided.

4. COMPENSATION

a) The parties hereto agree that the services described in Schedule "A" attached hereto shall be provided pursuant to the terms and conditions of this Agreement.

b) The performing party shall prepare and submit invoices setting forth services provided. In the case of an ongoing service, an invoice shall be prepared and submitted on a monthly basis.

c) All properly presented invoices shall be paid within sixty (60) days of submission.

d) In the event the non-performing party fails to make any payment within sixty (60) days of submission, the performing party shall serve a written notice of default on the non-performing party. If the non-performing party fails to cure such default within thirty (30) days after receipt of notice, interest shall accrue at the rate of one and one-half percent (1-1/2%) per month on all outstanding amounts.

e) The parties shall have the right and hereby authorize the Logan Township Administrator and the City of Woodbury Administrator to negotiate on a project by project basis for the provision of any service not described in Schedule "A". Any such negotiated agreement must be agreed upon in writing by the parties, and must be authorized and included in the current adopted budget and capital program.

f) Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and other documents as one

necessary to fully disclose to the other party or its authorized representatives, upon auditor reviews, sufficient information to determine compliance with the Agreement or any applicable laws or regulations. Each party shall have the right to inspect these records upon reasonable notice to the other party.

5. **INDEMNIFICATION**

The performing party shall indemnify, hold harmless and defend the non-performing party, its elected and appointed officials, employees, officers and agents against all liability, claims, suits, losses, damages, costs and demands on account of bodily injury, death or property damage, arising out of or connected with the performance of any service authorized by this Agreement.

6. **NOTICES**

All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested, to the following persons:

AS TO LOGAN TOWNSHIP:

Township of Logan, Administrator, 125 Main Street, P.O. Box 314,
Bridgeport, New Jersey 08014-0314, with a copy to the Municipal Clerk

AS TO THE CITY OF WOODBURY:

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

7. **ENTIRE AGREEMENT/AMENDMENTS**

The parties acknowledge and agree that this writing constitutes the only and entire Agreement between the parties and supersedes any prior written agreements, and shall be authorized by Resolution adopted by the Township Council on behalf of Logan Township and Woodbury.

8. **INTERPRETATION/CONSTRUCTION**

The parties agree that this Agreement was prepared under authority of the State of New Jersey and therefore shall be interpreted by the laws of this State.

9. **DISPUTE RESOLUTION**

Any dispute arising out of this Agreement shall be submitted for arbitration to the American Arbitration Association to be adjudicated pursuant to the rules and procedures of that organization. All decisions of the Arbitrators shall be binding upon the parties and may be docketed in any Court of competent jurisdiction as provided by Court Rule.

10. **ASSIGNMENT**

The rights, duties and obligations of this Agreement may not be assigned without either party's prior written consent.

11. **NON-WAIVER**

It is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either party shall not constitute a waiver of those provisions.

12. **SEVERABILITY**

If any provision or provisions of this Agreement is determined to be invalid or contrary to New Jersey law, only those provisions shall be struck and the remaining provisions of this Agreement shall survive.

13. **FUNDING**

This Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided.

14. **FORCE MAJEUR**

In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strikes or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation provided a reasonable extension to complete the obligation or service.

15. **AFFIRMATIVE ACTION**

The parties and their contractors, subcontractors and agents agree to comply with all federal and state laws and/or regulations relative to affirmative action in the procurement of contracts and the same is incorporated herein and made a part hereof. Every sub-contractor shall execute the Affidavit attached hereto as Schedule "B".

16. **TERMINATION**

This Agreement shall expire on December 31, 2020, unless extended beyond or terminated before that date upon prior mutual agreement of the parties. The Agreement may be terminated by either party upon ninety (90) days prior written notice.

17. **INDEPENDENT PUBLIC AGENCIES**

The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public agency, separate and distinct from the other.


Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.

18. **PROPERTY AUTHORITY**

The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate resolution of each entity.

IN WITNESS WHEREOF, each party has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each party acknowledges that said execution has been duly authorized by a proper Resolution of the governing body.

ATTEST:


LINDA L. OSWALD, Clerk

Dated: June 16, 2015

TOWNSHIP OF LOGAN


FRANK W. MINOR, Mayor

ATTEST:


Ray Duffield

Dated: June 23, 2015

CITY OF WOODBURY



SCHEDULE A

Provider: City of Woodbury
Recipient: Logan Township
Service:

Provide substitute and/or supplementary coverage for the following positions as needed and as available:

Construction Official at the rate of \$45.00 per hour
Electrical Subcode/Electrical Inspector at the rate of \$45.00 per hour.
Plumbing Subcode/Plumbing Inspector at the rate of \$35.00 per hour
Building Subcode/Building Inspector at the rate of \$35.00 per hour
Fire Subcode/Fire Inspector at the rate of \$35.00 per hour

Provider: Logan Township
Recipient: City of Woodbury
Service:

Provide substitute and/or supplementary coverage for the following positions as needed and as available:

Construction Official at the rate of \$45.00 per hour
Electrical Subcode/Electrical Inspector at the rate of \$45.00 per hour.
Plumbing Subcode/Plumbing Inspector at the rate of \$35.00 per hour
Building Subcode/Building Inspector at the rate of \$35.00 per hour
Fire Subcode/Fire Inspector at the rate of \$35.00 per hour

Note: Nothing contained within this Agreement precludes either party from acquiring and/or hiring their own personnel to perform the above referenced services. Nothing contained within this Agreement shall obligate either party to provide the above referenced services if personnel are unavailable.