

**A SHARED SERVICES AGREEMENT BY AND BETWEEN  
THE TOWNSHIP OF MOUNT HOLLY AND THE TOWNSHIP OF DELANCO  
FOR THE SERVICES OF ZONING & CODE ENFORCEMENT OFFICER  
SERVICES, FOR THE TOWNSHIP OF DELANCO**

**THIS SHARED SERVICES AGREEMENT** ("Agreement") is made on this 15<sup>th</sup> day of October, 2014 between the TOWNSHIP OF MOUNT HOLLY (hereinafter referred to as "MT. HOLLY"), a body politic and corporate of the State of New Jersey with principal offices located at 23 Washington Street., Mount Holly, New Jersey 08060 and the TOWNSHIP OF DELANCO (hereinafter referred to as "DELANCO"), a body politic and corporate of the State of New Jersey with principal offices located at 770 Coopertown, Road, Delanco, New Jersey 08075.

**WITNESSETH:**

**WHEREAS**, MT. HOLLY is a municipal entity organized under the laws of the State of New Jersey and located in Burlington County; and

**WHEREAS**, DELANCO is a municipal entity organized under the laws of the State of New Jersey and located in Burlington County; and

**WHEREAS**, DELANCO is in need of the temporary services of qualified Zoning & Code Enforcement Officer Services due to the anticipated long term absence of the Delanco Zoning & Code Enforcement Officer; and

**WHEREAS**, MT. HOLLY employs certain individual(s) who are qualified to offer Zoning & Code Enforcement Services, including a Zoning & Code Enforcement Officer in addition to other MT. HOLLY employees with expertise in that area, under the supervision of the Zoning & Code Enforcement Officer; and

**WHEREAS**, MT. HOLLY has agreed to permit their Zoning & Code Enforcement Officer to act as the Zoning & Code Enforcement Officer in DELANCO, with the assistance of other qualified MT. HOLLY employees under the supervision of the Zoning & Code Enforcement Officer, in addition to the duties assigned by MT. HOLLY to these employees for MT. HOLLY; and

**WHEREAS**, DELANCO shall pay MT. HOLLY an agreed sum based on the hourly costs for MT. HOLLY'S Zoning & Code Enforcement Officer's services as proposed by MT. HOLLY and accepted by DELANCO to be paid monthly based on actual hours spent by the Zoning and Code Enforcement Officer on business for DELANCO, such hours as deemed necessary by both parties; and

**WHEREAS**, MT. HOLLY and DELANCO intend by virtue of this document set forth the terms and conditions of this Agreement; and

**WHEREAS**, the proper and respective municipal officers were authorized to execute this SHARED SERVICE AGREEMENT pursuant to Resolutions of their respective governing bodies, attached hereto and made a part of this Agreement; and

**NOW THEREFORE, AND IN CONSIDERATION** of mutual promises set forth herein, the parties hereto agree as followed:

**1. TERM**

The first term of this agreement shall be for a period commencing on October 1, 2014 and ending December 31, 2014 and shall be cancelable upon thirty (30) days written notice by any party to this Agreement. This Agreement may be renewed for up to an additional ninety (90) days upon agreement between the Township Administrator of DELANCO and the municipal manager of MT. HOLLY. This Agreement may be further extended for an additional period of time upon approval of resolutions by both municipalities.

**2. DUTIES**

The MT. HOLLY Zoning & Code Enforcement Officer and/or other MT. HOLLY employees under the supervision of the Zoning & Code Enforcement Officer shall perform all duties of the Zoning & Code Enforcement Officer for DELANCO pursuant to the provisions of the Delanco Township Code and Municipal Land Use Law, and other related law and regulations. These services may be provided at the Delanco Municipal Building and in the field throughout DELANCO, as appropriate, as well as through the telephone and computer e-mail use at the Mt. Holly Municipal Building when more efficient and timely. It is understood that these duties can take place anytime during the workday as established by MT. HOLLY. When at the Delanco Municipal Building, DELANCO shall provide to the Zoning & Code Enforcement Officer a suitable office and equipment necessary to perform the tasks. The Zoning & Code Enforcement Officer shall advise DELANCO of the days and hours that he proposes to serve in DELANCO in order to complete all duties required during the term of his engagement, such schedule to be approved by DELANCO in mutual agreement with MT. HOLLY. This includes attendance at Delanco Municipal Court when necessary to enforce violations.

**3. COSTS OF SERVICE**

DELANCO shall pay to MT. HOLLY an hourly rate of \$45 for the Zoning & Code Enforcement Officer's services. Of the hourly rate, a portion shall include the

Zoning & Code Enforcement Officer's hourly rate set and paid by MT. HOLLY and additionally payroll costs and administrative fee that MT. HOLLY must cover as well as any transportation costs provide by MT. HOLLY for the Zoning & Code Enforcement Officer to carry out the required responsibilities of the office. It is anticipated that it will requires an average of ten (10) manhours per week, the exact number of hours shall be dependent on the needs of DELANCO and the availability of the Zoning & Code Enforcement Officer. These services will be required for approximately 17 weeks. Therefore, this initial agreement shall be for a maximum of seven thousand six hundred fifty dollars and no cents (\$7,650.00), but the amount may increase depending on any extended terms. MT. HOLLY shall submit montly billings certified as accurate by the supervising Zoning & Code Enforcement Officer in charge, to be paid to MT. HOLLY within thirty (30) days of billing.

**4. EMPLOYMENT STATUS**

It is acknowledge by MT. HOLLY, DELANCO, the supervising Zoning & Code Enforcement Officer and any other MT. HOLLY employees with expertise in that area, under the supervision of the Zoning & Code Enforcement Officer, that they shall not be employees of DELANCO, but in fact shall remain employees of MT. HOLLY only and any payments made hereunder by DELANCO to MT. HOLLY shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

The supervising Zoning & Code Enforcement Officer and any other MT. HOLLY employees with expertise in that area, under the supervision of the Zoning & Code Enforcement Officer acknowledge that in the event of a termination of this Agreement by any and all of the parties, they will not be paid any sum in excess of the previous salary committed by MT. HOLLY.

MT. HOLLY and DELANCO acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of the supervising Zoning & Code Enforcement Officer during the term of this Agreement. The parties, at their option, shall either replace the supervising Zoning & Code Enforcement Officer immediately with an alternative supervising Zoning & Code Enforcement Officer acceptable to all parties, or any or both parties may seek any other means of replacement consistent with the law of the State of New Jersey.

**5. AUDIT**

Pursuant to the Single Audit Act of 1984, DELANCO agrees to permit MT. HOLLY and/or its agents to examine any and all records relevant to this

Agreement and shall make the same available upon demand at the reasonable time and place for the purpose of auditing the records, reports and documents relative to this agreement.

**6. INDEMNIFICATION**

DELANCO shall indemnify and hold harmless and defend MT. HOLLY, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death and property damage, arising out of or connected with the performance of the services under this Agreement.

**7. NOTICES**

All notices hereunder shall be in writing and sent for DELANCO to the Township Administrator, Township of Delanco, 770 Coopertown Road, Delanco, New Jersey 08075; and for MT. HOLLY to the Township Manager, Township of Mt. Holly, 23 Washington Street, Mt. Holly, New Jersey 08060.

**8. DISPUTES CONCERNING AGREEMENT**

Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

STEP A: The Delanco Township Administrator and the Mt. Holly Township Manager shall attempt to resolve matter. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agreed upon by the Parties, both parties agree to submit that matter as provide in Step B below;

STEP B: In the event that a dispute cannot be resolved in STEP A, then pursuant to N.J.S.A. § 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration prior to any action being filed in a court of competent jurisdiction. Any costs associated with the arbitration shall be borne equally by both parties.

**9. MISCELLANEOUS**

The following provisions shall apply to this Agreement:

**a. Construction of this Agreement**

The Parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. **Amendments**

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. **Headings**

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of the contract.

d. **Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement shall be binding upon all parties hereto.

e. **Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. **Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without DELANCO's prior written permission.

g. **Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. **Funding**

In accordance with Provisions of N.J.S.A. § 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. **Waiver**

It is understood and agreed by the parties that a failure or delay in enforcement of any provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

**IN WITNESS WHEREOF**, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this agreement

**DATED:** \_\_\_\_\_

**THE TOWNSHIP OF DELANCO**

**BY:** \_\_\_\_\_  
**RICHARD SCHWAB, Township Admin.**

**ATTEST:** \_\_\_\_\_

**THE TOWNSHIP OF MOUNT HOLLY**

**BY:** \_\_\_\_\_  
**ERIC BERRY, Township Manager**

**ATTEST:** \_\_\_\_\_