

**RESOLUTION 126 – 2012
RESOLUTION AUTHORIZING A SHARED
SERVICES AGREEMENT WITH THE
TOWNSHIP OF DEPTFORD AS THE
PROVIDER OF ZONING, CONSTRUCTION,
HOUSING AND CODE ENFORCEMENT SERVICES**

WHEREAS, the “Uniform Shared Services and Consolidation Act”, N.J.S.A.40A:65-1, et seq., authorizes municipalities to engage in Shared Service Agreements; and

WHEREAS, the Borough of Woodbury Heights and the Township of Deptford have negotiated the terms and conditions of an Agreement by which the Township of Deptford will provide services of a Zoning Official, Construction Code Services, Housing Code and General Code Enforcement Services to the Borough of Woodbury Heights;

WHEREAS, each of the municipalities deem this Agreement to be in their mutual public interest and result in substantial savings for taxpayers;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that the annexed “Shared Services Agreement” is hereby authorized and approved and that the Mayor and Clerk are hereby directed to endorse and deliver the Agreement to the Township of Deptford;

BE IT FURTHER RESOLVED that, pursuant to N.J.S.A.40A:65-4(3)(b) a certified copy of this Resolution, together with a copy of the Shared Services Agreement, shall be filed with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 S. Broad Street, Trenton, New Jersey 08625 and to the NJ Department of Community Affairs, Office of Regulatory Affairs (Attn: Mr. Chris Ferrara), P.O. Box 818, Trenton, New Jersey 08625 upon its adoption.

BOROUGH OF WOODBURY HEIGHTS

BY: 
HARRY W. ELTON, JR., MAYOR

ATTEST:


JANET PIZZI, CLERK/ADMINISTRATOR

NOTICE

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Regular Meeting held on December 19, 2012.


JANET PIZZI, CLERK/ADMINISTRATOR

**SHARED SERVICES AGREEMENT
RECONCILIATION PLAN**

**by and between the
TOWNSHIP OF DEPTFORD
and
BOROUGH OF WOODBURY HEIGHTS**

**FOR THE PROVISION OF ZONING OFFICES, CONSTRUCTION OFFICES AND
CODE/HOUSING ENFORCEMENT PERSONNEL TO THE
BOROUGH OF WOODBURY HEIGHTS**

Dated:

Jan. 5, 2013

**SHARED SERVICES AGREEMENT
RECONCILIATION PLAN
BETWEEN
THE TOWNSHIP OF DEPTFORD
AND
THE BOROUGH OF WOODBURY HEIGHTS**

THIS AGREEMENT made this 19th day of December, 2012, by and between the Township of Deptford, a body corporate and politic of the State of New Jersey, having its principal offices located at 1011 Cooper Street, Deptford, New Jersey 08096 (hereinafter referred to as "Township") and the Borough of Woodbury Heights, a body corporate and politic of the State of New Jersey, having its principal offices located at 500 Elm Avenue, Woodbury Heights, New Jersey 08097, (hereinafter referred to as "Borough").

WITNESSETH:

Whereas, the Township is authorized by the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-4, *et. seq.* to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit participating in the shared service agreement could provide or receive on its own; and

Whereas, each entity seeks to lower costs of services to their respective residents and each desires to seek ways to share and/or consolidate municipal services where possible;

Whereas, in an attempt to identify cost saving measures, the Township and the Borough have discussed the ability to share services;

Whereas, to that end, the Township and the Borough have negotiated this "Shared Services Agreement Between the Township of Deptford and the Borough of Woodbury Heights."

Whereas, the Township is subject to Title 11A, Civil Service. The Borough is not subject to Title 11A, Civil Service; and

Whereas, this agreement encompasses the requirements as set forth in N.J.S.A. 40A:65-11d regarding the sharing of an employee between a Title 11A, Civil Service municipality and a non-Title 11A, Civil Service municipality.

Now Therefore, and in consideration, the Township and the Borough agree as follows:

TOWNSHIP RESPONSIBILITIES AND OBLIGATIONS

1. Zoning Office - The Township shall allow the Borough full use of its Zoning Office for properties located within the Borough. This shall include all services provided by the Township's Zoning Office, including, but not limited to, the issuance of Zoning Permits and the processing of all necessary fees and application forms.

2. Construction Office - The Township shall allow the Borough full use of its Construction Office for properties located within the Borough. This shall include all services provided by the Township's Construction Office, including, but not limited to all required inspections and the issuance of building permits.

3. Code Enforcement/Housing - The Township shall allow the Borough full use of its Code Enforcement Office for properties located within the Borough. This shall include all services provided by the Township's Code Enforcement Office, including, but not limited to all required inspections, handling of complaints, and issuance of citations.

4. Fees – The fees for services within Woodbury Heights shall be consistent with and conform to the existing fees charged by the Township and as authorized by the State of New Jersey.

5. Municipal Land Use Laws – The Township services provided to the Borough shall conform to the Boroughs existing municipal land use laws and regulations, as well as their construction and code enforcement regulations. The Borough shall provide the Township with any changes to those laws and regulations as adopted by their governing body.

6. Records – Information related to the services provided by the Township will be maintained in the Township.

COMPENSATION

The Borough shall pay to the Township the amount of \$75,000.00 per year in four (4) quarterly payments of \$18,750.00, with the first payment being due on March 28, 2013. All fees and fines associated with the above mentioned offices which are/generated by properties in Woodbury Heights shall be payable directly to Deptford Township.

The Township will then provide the Borough with 50% of all fees and fines collected which are associated with Woodbury Heights properties by deducting this amount from the quarterly payment due from the Borough to the Township.

TERM

The term of the Agreement shall begin on January 1, 2013 and consistent with N.J.A.C. §5:23-4.4 and N.J.A.C. §5:23-4.6 be for a term of four (4) years, expiring on December 31, 2017.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least One Hundred and Twenty (120) days prior to the yearly anniversary date of the execution of this Agreement.

Within One Hundred and Twenty (120) days of the expiration of this Agreement, each party shall advise the other of their intentions to renew or not renew this Agreement, to allow the parties to adequately plan for the future.

The Borough shall have the option to extend the term of this Agreement on notice to the Township given not more than One Hundred and Eighty (180) days and not less than One Hundred and Twenty (120) days prior to expiration of the first term of this Agreement recited above.

All terms and provisions of this Agreement shall apply to the extended term except that the compensation payable to the Township shall be increased by a rate of 2% per year for the extended term.

MUTUAL COOPERATION

The Township and the Borough agree to mutually cooperate with one another in the provision of the sharing of these services.

INDEMNIFICATION

1. The Borough shall indemnify and shall hold Township, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed for or on behalf of Borough under the terms of this Shared Services Agreement.

2. The Township shall indemnify and shall hold the Borough, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to this Agreement.

INSURANCE

At all times during the term of this Shared Services Agreement, both parties shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, adequate casualty, all-risk and comprehensive general liability insurance with respect to this Agreement and the services contemplated by this Agreement.

REMEDIES

1. Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by mediation. If a dispute between the Township and Borough arises during the course of the Agreement, the parties will make a good faith effort to resolve the dispute through non-binding arbitration.

2. Contract Performance Pending Mediation. During mediation proceedings, The Township and the Borough shall continue to perform the services described in this Agreement.

3. When Mediation May be Demanded. Prior to either party submitting a demand for mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- a. five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- b. 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

4. Procedure to Request Mediation. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (a) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot.

5. Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

6. Cost of Mediation. Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

7. Failure of Mediation. If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, any party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER

In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the Township or the Borough, in his or her individual capacity, and neither the officers, agents or employees of the Township or Borough nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

MISCELLANEOUS

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the municipalities and their respective successors and assigns.
3. Severability. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. Counterparts. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. Entire Agreement. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. Further Assurances and Corrective Instruments. Each municipality shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. Headings. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. Non- Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. Governing Law. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

EFFECTIVE DATE

This Agreement shall be effective as of this 19th day of December, 2012 which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement. In accordance with N.J.S.A. 40A:65 *et seq.*, this Agreement shall be filed with the Division of Local Government Services.

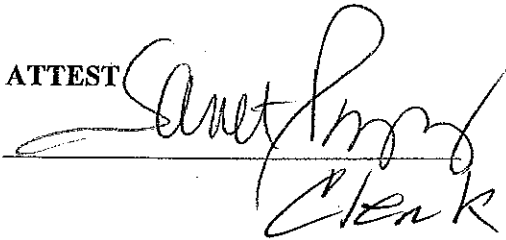
ATTEST



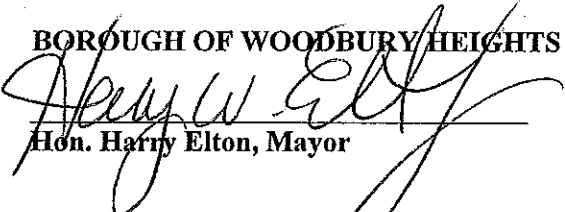
TOWNSHIP OF DEPTFORD

Hon. Paul Medany, Mayor

ATTEST



BOROUGH OF WOODBURY HEIGHTS



Hon. Harry Elton, Mayor

