

RESOLUTION #15-210

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF  
THE CITY OF WOODBURY AUTHORIZING THE EXECUTION OF  
A SHARED SERVICES AGREEMENT BETWEEN THE CITY  
OF WOODBURY AND THE TOWNSHIP OF WEST DEPTFORD  
FOR CONSTRUCTION CODE ENFORCEMENT SERVICES

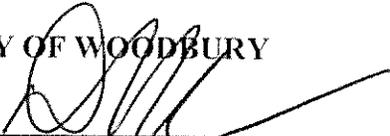
WHEREAS, the City of Woodbury and the Township of West Deptford have determined it to be in their mutual best interests to provide shared services for Construction Code Enforcement; and

WHEREAS, said agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c. 63(C:40A:65-1, *et seq.*); and

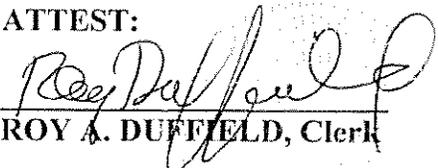
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury, County of Gloucester and State of Jersey that the City Council herein authorizes the execution of a Shared Services Agreement in a form substantially consistent with the agreement attached hereto between the City of Woodbury and the Township of West Deptford to share construction code enforcement services and take any other necessary action to effectuate the purposes of this resolution.

ADOPTED at a regular meeting of the City Council of the City of Woodbury held on December 8, 2015.

CITY OF WOODBURY

By:   
DAVID TROVATO  
President of Council

ATTEST:

  
ROY A. DUFFIELD, Clerk

Certified to be a true copy of  
Ordinance/Resolution # 15-210 adopted by  
Mayor and Council of the City of Woodbury, on  
the 8 day of December, 2015  
  
CITY CLERK

RESOLUTION # 2015 - 277

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT BY AND BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE CITY OF WOODBURY FOR CONSTRUCTION CODE ENFORCMENT SERVICES

WHEREAS, the Township of West Deptford and the City of Woodbury wish to enter into a Shared Services Agreement ("Agreement") to enable West Deptford to provide Construction Code Enforcement Services to the City of Woodbury; and

WHEREAS, the parties have determined that it is in their mutual best interest to provide for Joint Construction Code Facilities, Personnel and Resources for use by their respective Municipalities with the Township of West Deptford as the lead agency; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c.63(C:40A:65-1 et seq.).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of West Deptford, County of Gloucester, State of New Jersey, on this 16th day of December, 2015, that the Mayor and Township Clerk are hereby authorized to execute the attached Shared Services Agreement by and between the City of Woodbury and the Township of West Deptford to share construction code enforcement services; and

BE IT FURTHER RESOLVED that a copy of the Shared Services Agreement and the authorizing resolutions be provided to the Department of Community Affairs.

ADOPTED at a meeting of the Mayor and Township Committee held on the 16th day of December, 2015.

TOWNSHIP OF WEST DEPTFORD

By: Denice DiCarlo  
DENICE DICARLO, Mayor

ATTEST:

Amy Leso  
AMY LESO, RMC, Township Clerk

## AGREEMENT

**AGREEMENT**, made this Day of December, Two Thousand And Fifteen, by and between the City of Woodbury, with principal offices located at 33 Delaware Street, Woodbury, New Jersey 08096, and the Township of West Deptford with principal offices located at 400 Crown Point Road, West Deptford, New Jersey, 08086.

**WHEREAS**, the City of Woodbury is desirous of contracting with the Township of West Deptford to provide Construction Code Enforcement Services; and

**WHEREAS**, the Township of West Deptford is desirous of providing those Construction Code Enforcement Services to the City of Woodbury in accordance with the terms of the Agreement; and

**WHEREAS**, the Interlocal Services Act, N.J.S.A. 40A:11-10 et seq, authorizes and empowers the Townships to enter into this Agreement and for the Township of West Deptford to provide the services contemplated by the Agreement to the City of Woodbury;

### **NOW IT IS THEREFORE AGREED AS FOLLOWS:**

#### **1. Scope of Services**

The Township of West Deptford is designated as the agent of the City of Woodbury for providing Construction Code Administration and Enforcement Services of the Uniform Construction Code and its Subcodes. The Township of West Deptford agrees to provide all materials, supplies, postage, photo-copying, facsimile, office space, correspondence, communications equipment, vehicles, personal computers, and personnel, including the Construction Official, all Subcode Officials, and the Construction Office Control Person, necessary and required to conduct all Municipal Construction Code Enforcement Services in accordance with the Uniform Construction Code, N.J.S.A. 52:27D-119 et seq.

The Township of West Deptford shall not be responsible for providing any services which would not normally or reasonably be considered to be within the scope of Construction Code Enforcement Services.

**2. Personnel Actions**

The Township of West Deptford shall be authorized and responsible for appointing, disciplining and discharging all Construction Code and Subcode Officials and/or Inspectors and support staff who shall be employees of the Township of West Deptford. The Township of West Deptford shall ensure that it employs sufficient personnel necessary to carry out the terms of this agreement. The Township of West Deptford shall be responsible for establishing the total compensation (wage and benefits) of all Construction Office personnel.

The Township of West Deptford shall maintain responsibility for control of the personnel hired to operate the office. All inquiries and complaint resolution shall be handled by the Township of West Deptford. The Township of West Deptford's Township Administrator shall handle all public complaints involving the Construction Code Official and staff.

**3. Insurance**

Property, liability, and workers compensation insurance for offices, vehicles and employees shall be the responsibility of the Township of West Deptford. The Township of West Deptford shall provide proof of coverage naming the City of Woodbury as an additional insured.

**4. Supervision and Direction of Staff**

The Construction Code Official of West Deptford Township shall be responsible for the operation and supervision of the Construction Code Enforcement Office and shall direct and supervise all employee activity.

The Construction Code and Subcode Officials and Inspectors shall be properly licensed code enforcement officials.

The Construction Office Control Person shall provide appropriate assistance to support the work performed by the Construction Official and the Construction Code Enforcement officials.

**5. Designation of Code Officials**

The Construction Code and Subcode Officials shall be designated by the Township of West Deptford as the Construction Code and Subcode Officials for the enforcement of the State Uniform Construction Code and related ordinances of the Township of West Deptford and the City of Woodbury. Said designation shall be by letter which shall be on file with the Township of West Deptford, the City of Woodbury and the New Jersey Department of Community Affairs-Bureau of Regulatory Affairs. A copy of any West Deptford Township resolution appointing the Construction Code and Subcode Officials shall be provided to the City of Woodbury.

**6. Services to be Performed**

The following administrative and enforcement activities shall be provided by the Township of West Deptford:

- a. Construction Code Official
- b. Building Sub code Official
- c. Plumbing Sub code Official
- d. Fire Sub code Official
- e. Electrical Sub code Official
- f. Construction Office Control Person

The New Jersey Department of Community Affairs currently retains responsibility for any and all elevator inspections.

In the event of an emergency or unavailability of a Township of West Deptford official, if available a duly licensed City of Woodbury employee may be utilized at no cost to the Township of West Deptford.

**7. Hours of Operation**

The Construction Code Official and Subcode Officials shall be available at the West Deptford Township Municipal Building during the hours determined by the Construction Code Official and approved by the West Deptford Township Committee. The hours shall be sufficient to accommodate residents of the Township of West Deptford and the City of Woodbury. Business shall be conducted at the West Deptford Township Construction Office, 400 Crown Point Road, New Jersey. The Construction Office hours are currently:

Monday	8:30 AM to 4:30 PM
Tuesday	8:30 AM to 4:30 PM
Wednesday	8:30 AM to 4:30 PM
Thursday	8:30 AM to 4:30 PM
Friday	8:30 AM to 4:30 PM
Saturday	N/A
Sunday	N/A

**8. Maintenance of Records**

Inspectors shall maintain documented records of activity on forms approved by the Construction Code Official, recording all inspections and activities, and shall be specific with regard to location, dates and hours of service.

All active files, records and support documentation shall be maintained on file in the Township of West Deptford Construction Office for the time they are active and for one year following their closing. Access to any public record is governed under the Open Public Records Act and will be handled by the Township Clerk of the respective municipality that has actual possession of the records at the time the request is made. Access to any City of Woodbury record by City of Woodbury Officials will be made available on an as needed basis.

When files, records and support documentation related to The City of Woodbury cases are closed from active status, said materials shall be returned to the City of Woodbury for records retention in accordance with the standards in the State of New Jersey.

All hard copy and electronic records relating to The City of Woodbury cases which pertain to this service which are maintained by the Township of West Deptford shall be turned over to the City of Woodbury when said services cease.

The Township of West Deptford plans to implement a computer based records management system (Mitchell Humphrey) for the Construction Office during the term of this agreement. The Township of West Deptford shall be responsible for the cost of and installation of the Humphrey system in the Township of West Deptford. If the City of Woodbury wishes to maintain a terminal within the City of Woodbury to access City of Woodbury records from the City of Woodbury, the City of Woodbury shall be responsible for any additional licensing fees for the remote City of Woodbury terminal. The associated data from The City of Woodbury will be transferred to the City of Woodbury at the conclusion of this agreement.

The Township of West Deptford will furnish the necessary compatible hardware necessary to utilize the records management program. Said hardware shall remain the property of the Township of West Deptford at the conclusion of this agreement.

#### **9. Other Activities**

The following activities are specifically excluded from this agreement:

- a. Zoning Officer
- b. Housing Inspection
- c. Housing Code Enforcement and Maintenance
- d. Bureau of Fire Safety
- e. Fire Inspector

Nothing in this agreement shall be interpreted to prevent either the Township of West Deptford or the City of Woodbury from providing other services that do not conflict with the Construction Office services described to them.

**10. Enforcement**

The Construction Code Official of West Deptford Township shall conduct investigations and inspections or supervise sub-code officials and other personnel in making same and shall inform the City of Woodbury regarding any violation of statutes related to the Uniform Construction Code occurring within the City of Woodbury. A copy of all written Notices of Violation issued for the City of Woodbury shall be provided to the City of Woodbury.

The Construction Code Official of West Deptford Township shall provide the City of Woodbury with evidence of violations and shall assist the City of Woodbury Solicitor in obtaining compliance and enforcing compliance with the law and as required in Municipal Court, Superior Court or County Construction Board of Appeals matters

The City of Woodbury shall be solely responsible for its own enforcement actions. The sole cost for enforcement activities, including but not limited to, legal actions and collection of any fines and/or penalties assessed as the result of a legal action shall be borne by the City of Woodbury.

The Township of West Deptford shall insure that the Construction Code Official and/or other Subcode Officials and/or inspectors are available to testify and provide documentation substantiating any investigation they had undertaken and the results thereof, which shall not be considered an enforcement activity cost chargeable to the City of Woodbury.

**11. Summons Power**

The Construction Code Official shall have the power to issue notices and summonses for violations on behalf of the City of Woodbury.

## **12. Reports and Meetings**

The Construction Code Official shall furnish the City of Woodbury with a written report of services rendered within thirty (30) calendar days following the end of each calendar quarter. The Construction Code Official shall be responsible for timely submission of the annual report to the New Jersey Department of Community Affairs on behalf of the City of Woodbury. A copy of said report will be made available to The City of Woodbury officials upon request.

Periodic reporting of activities shall be made by the Construction Code Official upon request from the City of Woodbury Representative. During the term of this agreement, both parties agree to review the scope and quality of services provided by the Township of West Deptford in order to insure that all services are properly and adequately provided to the City of Woodbury.

Duly authorized representatives of the Township of West Deptford and the City of Woodbury shall meet together at least quarterly during the term of this agreement. Discussions will cover mutual problems and needs, objectives, methods of obtaining objectives, and an evaluation of accomplishments. Additional meetings may be called at any time by either the Township of West Deptford or the City of Woodbury.

## **13. Compensation to the Township**

In exchange for providing the Construction Office services as described herein, the City of Woodbury shall pay the Township of West Deptford the sum of \$110,000 annually in four (4) quarterly installments pro-rated for any partial years. In addition, the Township of West Deptford shall retain the first \$80,000 of permit fees, inspection fees, re-inspection fees, certificate of occupancy fees, or other fees collected by the Construction Code Office personnel and thereafter all such fees collected shall be divided equally between the Township of West Deptford and the City of Woodbury and reconciled and distributed quarterly. Collection of fees and reporting of same to the appropriate regulatory agency shall be the responsibility of the Construction Code Official. The Township of West Deptford and The City of Woodbury agree on a one time split cost of a new vehicle, with either party's cost share not to exceed \$10,000.

#### **14. Rate Schedule**

The fee schedules currently established by the Township of West Deptford shall be the schedules observed when providing Construction Code Enforcement Services to the City of Woodbury. The Township of West Deptford shall have the right, when necessary, to establish new fee schedules which, when ordained, shall also be observed when said services are performed for the City of Woodbury.

The City of Woodbury shall be responsible for taking whatever action is necessary to affirm the fee schedules applicable for those services when provided to the City of Woodbury. Said actions may include, but shall not be limited to adoption of said fee schedule by ordinance.

#### **15. Duration**

This Agreement shall become effective upon the passage of an authorizing resolution by both entities, as required by N.J.S.A. 40A:11-10 and following notification to the NJ Department of Community Affairs. This Agreement shall terminate in five (5) years and shall automatically renew for successive one (1) year periods unless cancelled upon six (6) month advance written notice prior to the expiration of the Agreement. Either party may cancel this Agreement upon six (6) month advance written notice to the other.

#### **16. Municipal Representatives**

The Township of West Deptford and the City of Woodbury both agree to appoint a representative to act as a liaison and contact for the duration of this agreement in order to facilitate direct and orderly communications.

#### **17. Dispute of Services**

In the event of any dispute as the terms of this Agreement, the Township of West Deptford and the City of Woodbury shall each name an individual to address and resolve any such disputes.

**18. Contracting with Private Parties**

In the event the Township of West Deptford utilizes the services of a special inspector, private contractor of professional entity to act as a contractor and/or consultant to perform, and/or to assist in the performance of the services described herein, the Township of West Deptford shall award the contract in accordance with Local Public Contracts Law, the Uniform Construction Code, and any other applicable regulations. The Construction Code Official shall decide when a conflict of interest exists and will assign said project to another qualified entity of his choosing.

**19. Entire Agreement**

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto.

**20. Severability**

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgement shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgement shall have been rendered.

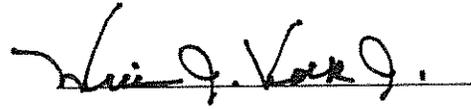
ATTEST:

  
\_\_\_\_\_  
ROY A. DUFFIELD

City Clerk

[Seal]

CITY OF WOODBURY

  
\_\_\_\_\_  
WILLIAM J. VOLK, JR.

Mayor

Mayor

ATTEST:

  
\_\_\_\_\_  
AMY LESO,

Township Clerk

[Seal]

TOWNSHIP OF WEST DEPTFORD

  
\_\_\_\_\_  
DENICE DICARLO,

Mayor

Mayor