

RESOLUTION 103-2020

RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BY THE BOROUGH COUNCIL OF THE BOROUGH OF WOODBURY HEIGHTS WITH THE CITY OF WOODBURY FOR ZONING OFFICIAL, HOUSING AND GENERAL CODE INSPECTION AND ENFORCEMENT SERVICES

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

WHEREAS, it is in the best interests of the Borough of Woodbury Heights and the City of Woodbury as the Provider to enter into a Shared Services Agreement for Woodbury to provide the Borough of Woodbury Heights with Zoning Enforcement Services by way of a Zoning Official, along with Housing and General Code Inspection and Enforcement Services pursuant to N.J.S.A. 40A:65-4; and

WHEREAS, the Mayor and Borough of Woodbury Heights Council recognize that by entering into a shared service agreement with the City of Woodbury for such Zoning, Housing and General Code inspection and enforcement shared services, the particular details of which are set forth and memorialized in the Shared Services Agreement, are mutually beneficial to both municipalities; 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 Borough Council of the Borough of Woodbury Heights that the Shared Service Agreement with the City of Woodbury is hereby approved and authorized for execution by the appropriate Borough Officials, subject to the review and approval of such final agreement by the Borough Solicitor.

BE IT FURTHER RESOLVED, that a copy of this Resolution and Agreement shall be filed with the Commissioner of the Department of Community Affairs forthwith after the adoption hereof.

BOROUGH OF WOODBURY HEIGHTS

BY: 

WILLIAM C. PACKER, MAYOR

ATTEST:



JANET PIZZI, BOROUGH CLERK

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Regular Meeting held on December 16, 2020.



JANET PIZZI, BOROUGH CLERK

SHARED SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF WOODBURY AND THE
BOROUGH OF WOODBURY HEIGHTS

FOR THE PROVISION OF ZONING; ZONING OFFICAL; HOUSING AND GENERAL
CODE INSPECTION AND ENFORCEMENT SERVICES

DATED: 01-01-2021

AGREEMENT

THIS AGREEMENT, made this _____ day of December, 2020, by and between the Borough of Woodbury Heights, with principal offices located at 500 Elm Avenue, Woodbury Heights, New Jersey 08097 (hereinafter referred to as “Borough/Recipient”), and the City of Woodbury, with principal offices located at 33 Delaware Street,, Woodbury, New Jersey 08096 (hereinafter referred to as “City/Provider”).

WHEREAS, the Borough of Woodbury Heights is desirous of contracting with the City of Woodbury to provide Zoning; Zoning Official; Housing and General Code Inspection and Enforcement Services; and

WHEREAS, the City of Woodbury is desirous of providing those Zoning, Housing and General Code Inspection and Enforcement Services, referred hereinabove to the Borough of Woodbury Heights in accordance with the terms of the Agreement; and

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes and empowers the Borough and the City to enter into this Shared Services Agreement and for the City of Woodbury, as “Provider”, to provide the services contemplated by this Agreement to the Borough of Woodbury Heights as the “Recipient”.

NOW, IT IS, THEREFORE AGREED, AS FOLLOWS:

1. Scope of Services

The City of Woodbury is designated as Provider and agent of the Borough of Woodbury Heights for providing Zoning; Zoning Official; Housing and General Code Inspection and Enforcement Services and Zoning Code administration. The City of Woodbury agrees to provide all materials, supplies, postage, photo-copying, facsimile, office space, correspondence, communications equipment, vehicles, personal computers, and personnel, including, but not limited to the Zoning Official and required personnel necessary and required to conduct all Zoning; Housing; and General Code Inspection and Enforcement Services.

The City of Woodbury shall not be responsible for providing any services which would not normally or reasonably be considered to be within the scope of the Zoning Office and/or Zoning Official and Housing and/or General Code Inspection and Enforcement Services, however, the City shall work harmoniously with the Construction Official(s) employed by the Township of West Deptford on behalf of the Borough.

2. Personnel Actions

The City of Woodbury shall be solely authorized and responsible for appointing, employing, disciplining and discharging all Zoning Officials and/or Inspectors and support staff who shall, at all times, be considered employees of the City of Woodbury. The City of Woodbury shall ensure that it employs sufficient personnel necessary to carry out the terms of this agreement. The City of Woodbury shall be solely responsible for establishing the total compensation (wage and benefits) of all

Zoning and Housing Office personnel and employees. All Zoning and Housing Office personnel and employees engaged and hired by the City shall, at all times, be deemed employees of the City.

The City of Woodbury shall maintain responsibility for control of the personnel hired to operate and administer the duties of the zoning office. All inquiries and complaint resolution concerning personnel and employees shall be handled by the City of Woodbury. The City of Woodbury's Administrator shall handle all public complaints involving the Zoning Official, personnel and staff.

3. Insurance

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

4. Supervision and Direction to Staff

The Zoning Officer of the City of Woodbury shall be responsible for the operation and supervision of the Zoning; Housing; and General Code Enforcement Office and shall direct and supervise all employee activity.

The Zoning Official and all personnel employed by the City of Woodbury shall be properly trained and licensed code enforcement officials, as required by New Jersey Law.

5. Designation of Code Officials

The Zoning Official shall be designated by the City of Woodbury as the Official responsible for the enforcement of the Borough code and Zoning Ordinances, as well as the New Jersey Municipal Land Use Laws. Said designation shall be by letter which shall be filed with the Borough of Woodbury Heights. A copy of any City of Woodbury Resolution(s) appointing the Zoning and Housing Code Officials shall be provided to the Borough of Woodbury Heights annually.

6. Services to be Performed

The following administrative, inspection and enforcement activities shall be provided by the City of Woodbury to the Borough.

- a. Zoning Code Official;
- b. Zoning Code Personnel; and
- c. Housing/General Code Enforcement Official.

7. Hours of Operation

The Zoning Official and all personnel shall be available at the City of Woodbury Municipal Building during the hours determined by the Zoning Official and approved by the City of Woodbury Committee. The hours shall be sufficient to accommodate residents of the City of Woodbury and the Borough of Woodbury Heights. Business shall be conducted at the City of Woodbury, 33 Delaware Street, Woodbury, New Jersey. The Zoning Office hours are currently:

Monday	8:30 a.m. to 4:30 p.m.
Tuesday	8:30 a.m. to 4:30 p.m.
Wednesday	8:30 a.m. to 4:30 p.m.
Thursday	8:30 a.m. to 4:30 p.m.
Friday	8:30 a.m. to 4:30 p.m.
Saturday	N/A
Sunday	N/A

8. Maintenance of Records

Inspectors shall maintain documented records of any and all activity performed on behalf of the Borough on forms approved by the Zoning Official, recording all violation notices; inspections and activities, and shall be specific with regard to location, dates and violation dates.

All active files, records and support documentation shall be maintained on file in the City of Woodbury 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 City of Woodbury Clerk of the respective municipality that has actual possession of the records at the time the request is made. Access to any Borough records by Borough of Woodbury Heights Officials and/or the Township of West Deptford Construction Official will be made immediately available on an as needed basis.

When files, records and support documentation related to the Borough of Woodbury Heights cases are closed from active status, said materials shall be returned to the

Borough of Woodbury Heights for records retention in accordance with the standards in the State of New Jersey.

All hard copy and electronic records relating to the Borough of Woodbury Heights cases which pertain to this service which are maintained by the City of Woodbury shall be turned over to the Borough of Woodbury Heights when services cease and/or this agreement is terminated within thirty (30) days.

The City of Woodbury will utilize a computer based records management system (Spatial Data Logic (SDL)) for the Zoning Office during the term of this agreement.

The Borough of Woodbury Heights will maintain a SDL terminal/portal within the Borough of Woodbury Heights to access Borough of Woodbury Heights records from the City of Woodbury. The Borough of Woodbury Heights shall be responsible for any additional licensing and/or annual maintenance fees for the remote Borough of Woodbury Heights terminal/portal. The associated data from the Borough of Woodbury Heights will be transferred to the Borough of Woodbury Heights at the conclusion of this agreement.

9. Other Activities

The following activities are specifically excluded from this agreement:

- a. Construction Code Official;
- b. Construction Code and Subcode Inspections;

Nothing in this agreement shall be interpreted to prevent either the City of Woodbury or the Borough of Woodbury Heights from providing other services that do not conflict with the Zoning and Housing Office services described herein

10. Enforcement

The Zoning Official of the City of Woodbury shall conduct investigations and inspections and/or supervise zoning personnel in making same and shall inform the Borough of Woodbury Heights regarding any violation of statutes related to the Borough Code; Zoning code and/or Uniform Construction Code occurring within the Borough of Woodbury Heights. A copy of all written Notices of Violation(s) issued for the Borough of Woodbury Heights shall be provided to the Borough of Woodbury Heights Clerk.

The Zoning Official of City of Woodbury shall provide the Borough of Woodbury Heights Clerk with evidence of all violations and shall assist the Borough of Woodbury Heights Solicitor in obtaining compliance and enforcing compliance with the law and as required in Municipal Court; New Jersey Superior Court; and/or the Gloucester County Construction Board of Appeals matters.

The City of Woodbury Zoning Official shall be solely responsible for all enforcement actions within the Borough. . The City of Woodbury shall insure that the Zoning Official and/or other Housing personnel are available to testify and provide documentation substantiating any investigation that they had undertaken and the results thereof, which shall not be considered an enforcement activity cost chargeable to the Borough of Woodbury Heights.

11. Summons Power

The Zoning Official shall have the power to issue violation notices and summonses for violations on behalf of the Borough of Woodbury Heights.

12. Reports and Meetings

The Zoning Official shall furnish the Borough of Woodbury Heights with a written report of all services rendered on at least a quarterly basis.

During the term of this agreement, both parties agree to review the scope and quality of services provided by the City of Woodbury in order to insure that all services are properly and adequately provided to the Borough of Woodbury Heights.

Duly authorized representatives of the City of Woodbury and the Borough of Woodbury Heights shall meet together on an as needed basis during the term of this agreement for discussions that will cover the mutual problems, needs, objectives, methods of obtaining objectives, and an evaluation of accomplishments covered within the Agreement. Additional meetings may be called at any time by either the City of Woodbury or the Borough of Woodbury Heights.

13. Compensation to the City of Woodbury

In exchange for providing the Zoning and Housing Official Inspection and Enforcement shared services described herein, the Borough of Woodbury Heights shall pay the City of Woodbury the sum of \$10,000.00 annually in four (4) quarterly installments pro-rated for any partial years. In addition, the City of Woodbury shall retain all fees and zoning fines, or other fees collected by the Zoning or housing Official office personnel. Collection of fees and reporting of same to the appropriate regulatory agency shall be the responsibility of the City of Woodbury and the Zoning Official.

The Borough of Woodbury Heights shall be responsible to pay for the annual SDL site hosting and software maintenance for their system at the Municipal Building, and any other SDL fees to operate Borough of Woodbury Heights system.

14. Rate Schedule

The fee schedules currently established by the City of Woodbury shall be the schedules observed when providing Zoning and Housing Code Inspection or Enforcement Services to the Borough of Woodbury Heights. The City of Woodbury 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 Borough of Woodbury Heights.

The Borough of Woodbury Heights shall be responsible for taking whatever action is necessary to affirm the fee schedules applicable for those services when provided to the Borough of Woodbury Heights. Said actions may include, but shall not 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:65-1 et seq. and following notification to the NJ Department of Community Affairs. This Agreement shall terminate in four (4) years pursuant to N.J.A.C. 5:23-4.6 with a reassessment of operations after the first two (2) years of operation under this Agreement. Either party may cancel this Agreement upon six (6) month advance written notice to the other party. 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 City given not more than one hundred eighty (180) and not less than one hundred twenty (120) days prior to expiration of the 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 City shall be increased by a rate of 2% per year for the extended term.

16. Municipal Representatives

The City of Woodbury and the Borough of Woodbury Heights 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 order by communications.

17. Dispute of Services

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

18. Contracting with Private Parties

In the event the City of Woodbury utilizes the services of a special inspector, private contractor or 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 City of Woodbury shall award the contract in accordance with the Local Public Contracts Law, and any other applicable regulations. The Zoning 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 void unless the same shall be in writing and signed by both parties hereto.

20. Severability

In 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 judgment shall have been rendered.

21. Mutual Cooperation

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

22. Indemnification

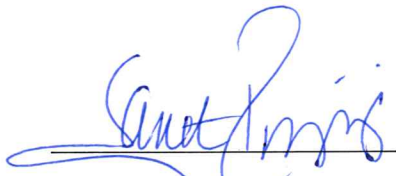
The Borough and the City shall indemnify and hold harmless each other, the members of each respective governing body and their respective officers; agents; and employees against any and all liability, losses, costs, damages, claims, judgments, or expenses, which either party may incur by reason of any 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.

EFFECTIVE DATE


THIS AGREEMENT SHALL BE EFFECTIVE AS OF JANUARY 1, 2021,
WHICH DATE SHALL BE CONSIDERED THE COMMENCEMENT DATE
OF THIS AGREEMENT. IN ACCORDANCE WITH N.J.S.A. 40A:65-1, ET.
SEQ., THIS AGREEMENT SHALL BE FILED WITH THE DIVISION OF
LOCAL GOVERNMENT SERVICES.

ATTEST:

BOROUGH OF WOODBURY HEIGHTS



Janet Pizzi, Borough Clerk



William C. Packer, Mayor

ATTEST:

CITY OF WOODBURY

Cassidy Swanson, Acting City Clerk

Jessica Floyd, Mayor