

MBS:dh  
11-12-19

**RESOLUTION AUTHORIZING AN AMENDMENT TO SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF CAMDEN AND THE CITY OF CAMDEN FOR THE PROVISION OF A PROPERTY CODE ENFORCEMENT PROGRAM**

WHEREAS, N.J.S.A. 40A:65-1 authorizes local units of government to enter into agreements for shared services; and

WHEREAS, the City of Camden and the County of Camden entered into that certain Shared Services Agreement for the Provision of a Property Code Enforcement Program dated June 13, 2016 ("Shared Services Agreement"); and

WHEREAS, with a mind toward improved efficiencies in the City's operations--particularly the efficient supervision and provision of the Department of Code Enforcement Housing Inspectors' services--the City proposes the adoption of the attached Amendment to the Shared Services Agreement; and

WHEREAS, the Amendment is not intended by the City nor the County to renew or expand the current services provided for under the Shared Services Agreement; it merely provides the City-designated line of supervisory authority for the Housing Inspectors under the Agreement to be directed by a Camden Metro Police Department Officer at no additional cost to the City; and

WHEREAS, City Council has determined that it is in the best interest of the City of Camden that the City authorize the proposed Amendment to the Shared Services Agreement; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute the attached Amendment to Shared Services Agreement.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: November 12, 2019

The above has been reviewed  
and approved as to form.

MICHELLE BANK-SPEARMAN

City Attorney

\_\_\_\_\_  
CURTIS JENKINS  
President, City Council

ATTEST:

\_\_\_\_\_  
LUIS PASTORIZA  
Municipal Clerk

**CITY OF CAMDEN**  
**CITY COUNCIL REQUEST FORM**

<b>Council Meeting Date: November 12, 2019</b>
--

**TO:** City Council

**FROM:** Jason J. Asuncion, Esq., Business Administrator

**Department Making Request:** Administration

**TITLE OF RESOLUTION/ORDINANCE:** Resolution Authorizing an Amendment to Shared Services Agreement Between the County of Camden and the City of Camden for the Provision of a Property Code Enforcement Program

**BRIEF DESCRIPTION OF ACTION:** The City Administration proposes the adoption of the attached Amendment to the Shared Services Agreement toward improved efficiencies in the City's operations--particularly the efficient supervision and provision of the Department of Code Enforcement Housing Inspectors' services. The Amendment is not intended by the City of Camden nor Camden County to renew or expand the current services provided for under the Shared Services Agreement; it merely provides the City-designated line of supervisory authority for the Housing Inspectors under the Agreement to be directed by a Camden Metro Police Department Officer at no additional cost to the City.

**BIDDING PROCESS: N/A**

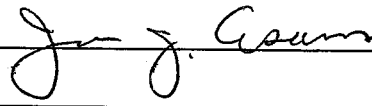
*Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:*

**APPROPRIATION ACCOUNT(S):** *(If applicable)*

**AMOUNT:** *(If applicable)*

**Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**

*For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	11-7-19	
Received by City Attorney:	_____	_____

**Please note that the Contact Person is the point person for providing pertinent information regarding request. If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.**

**\*\*\*\*Please attach all supporting documents\*\*\*\***

---

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	_____	_____
Contact Person:	Jason J. Asuncion	7150

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

**\*\*\*\*Please attach all supporting documents\*\*\*\***

**AMENDMENT TO SHARED SERVICES AGREEMENT BY AND BETWEEN THE  
COUNTY OF CAMDEN AND THE CITY OF CAMDEN FOR THE PROVISION OF A  
PROPERTY CODE ENFORCEMENT PROGRAM**

**THIS AMENDMENT to the Shared Services Agreement (“SSA”) (the “Amendment”)** is made on the \_\_ day of \_\_\_\_\_, 2019, by and between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, 14<sup>th</sup> Floor, Camden, New Jersey 08102 and the City of Camden, a municipal corporation of the State of New Jersey with offices located at 520 Market Street, 4th Floor, Camden, New Jersey 08102, hereinafter referred to as “Parties”.

**WHEREAS**, on June 13, 2016, the Parties entered into a Shared Services Agreement (“SSA”) pursuant to N.J.S.A. 40A:65-1, *et seq.* (“Uniform Shared Services and Consolidation Act”) which permits two or more local units to enter into an Agreement for any service which any party to the agreement is empowered to render within its jurisdiction; and

**WHEREAS**, the SSA was designed for a cooperative approach to property code enforcement which would offer the Parties the means to streamline government operations while at the same time reducing the burden on taxpayers for the purpose of jointly performing such services; and

**WHEREAS**, by Resolutions adopted on March 17, 2016 by the County of Camden, and on May 18, 2016 by the City of Camden, the Parties respectively authorized preparation and execution of the SSA by and between the parties; and

**WHEREAS**, the Parties, after careful consideration, have determined that an amendment to the SSA is necessary so that the Camden County Police Department, Metro Division, can play a significant oversight role in residential property code enforcement which will would offer the Parties, as well as the general public, a more effective and more efficient means of addressing this aspect of public health and safety; and

**WHEREAS**, the parties agree that the terms of the SSA, including the five (5) year term of the SSA, shall remain in full force and effect unless otherwise modified by this Amendment; and

**WHEREAS**, the Parties each agree that their mutual public purposes and their best interest will be promoted by the execution of this Amendment, pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and

**WHEREAS**, the Parties acknowledge that the Director of DLGS has not authorized any additional funding beyond that which is already provided for in the SSA; now, therefore

**IN CONSIDERATION** of the mutual promises and covenants herein set forth, the Parties hereby agree to an amendment to the SSA, dated June 13, 2016, as follows:

1. Subject to the paragraphs below, the City of Camden hereby authorizes the Chief of the Camden County Police Department, Metro Division, or his designee, (hereinafter "Metro") to assume oversight of the City Code Enforcement Inspectors with regard to the Property Maintenance Code of the City of Camden, Chapter 418, including designating Metro as a public official to perform the duties and responsibilities as provided for in Section 418-15 of the Code of the City of Camden with regard to the inspection of the exteriors of residential properties in the City of Camden for violations of Chapter 418, including but not limited to, required repairs to the residential property, overgrown brush, overgrown weeds, debris, or other hazard that is inimical to the public health, general welfare and safety of the City and its residents.
2. In performing these duties, Metro shall:
  - a. Oversee responsibilities for the inspection of the exteriors of residential properties for City and County Code Enforcement inspectors as provided for in the SSA and Chapter 418 of the Code of the City of Camden, other ordinances of the City of Camden, Camden County laws and regulations and laws of the State of New Jersey.
  - b. Establish schedules for inspections of residential buildings, as deemed necessary.
  - c. Receive copies from the Department of Code Enforcement of the completed registration form for residential rental properties being inspected as provided for in Section 418-21 of the Code of the City of Camden.
  - d. Review and establish protocols for City and County Code Enforcement Inspectors for issuing complaints for violations of Chapter 418 of the City of Camden Code, other ordinances of the City of Camden, Camden County laws and regulations and laws of the State of New Jersey related to inspections of the exteriors of residential properties in the City of Camden.
  - e. Coordinate with Counsel assigned by Camden County to oversee court matters related to complaints or violations arising from the inspection of the exteriors of residential properties for purposes of scheduling meetings or scheduling court matters to ensure proper advance notice to Code Enforcement Inspectors of court dates and the need for court attendance by City and County Code Enforcement Inspectors. [See Camden Code Enforcement Study, conducted by Jersey Professional Management ("JPM"), at p.5B, ¶4].
  - f. Coordinate and meet no less than monthly with the Mayor, with regard to residential property inspections or other issues or concerns that arise involving City Code Enforcement Inspectors.
3. While Metro shall oversee and coordinate the work of all City and County Code Enforcement Inspectors related to the inspection of the exteriors of residential properties in the City of Camden, these City and County Inspectors shall remain in their current positions and titles as Metro performs its oversight duties for the inspection of the exteriors of residential properties in the City of Camden.
4. Metro shall be vested with the supervision over City Code Enforcement Inspectors and these City Code Enforcement Inspectors shall continue to perform their other duties as determined and directed by Metro.

5. While performing inspections of the exteriors of residential properties, City of Camden Code Enforcement Inspectors shall be supervised by Metro. If, for any reason, Metro becomes aware of any personnel issues involving City Code Enforcement Officials, Metro shall promptly apprise the designated City Code Enforcement Inspector Supervisor and the Director of Code Enforcement. [See Camden Code Enforcement Study, conducted by JPM, at p.5B, ¶7 and p.8].
6. While performing inspections of the exteriors of residential properties, Camden County Code Enforcement Inspectors shall be overseen by Metro.
7. Metro shall provide a monthly report to the Mayor which shall be due no later than five (5) days after the end of each month which shall discuss the work and workload of City and County Code Enforcement Inspectors performing residential property inspections in the City of Camden. This report shall also include a list of the number and type of complaints or violations that arose during the previous month and the resulting disposition of each such complaint or violation.
8. Metro, the County and City shall develop a budget for Fiscal Year 2020 by no later than November 1, 2019, which identifies all reimbursable items such as mutually agreed upon rates and charges for staffing, professional services, equipment and supplies. Metro, the County and City shall prepare and mutually agree to the succeeding annual budget for Fiscal Year 2021 by no later than June 1, 2020. [See SSA, Funding, ¶4B and Camden Code Enforcement Study, conducted by JPM, at p.5C].
9. Nothing in this Amendment shall be construed to apply to multiple dwellings, rooming houses, boarding houses, or "establishments subject to licensing" as that term is used in City of Camden Code, Section 418-24 and such dwellings shall continue to remain under the authority of the City of Camden Director of Code Enforcement.
10. Except for inspections of residential properties discussed in this Amendment herein, Metro shall not be responsible for enforcement of other provisions of Chapter 418 of the City of Camden Code and enforcement of these other provisions shall remain under the authority of the City of Camden Director of the Department of Code Enforcement.
11. Additional costs beyond the amount provided for in the SSA or in excess of the agreed upon budget and/or budget items, as provided for in paragraph 8 above, incurred by Camden County and/or Metro in implementing the SSA or this Amendment must have the prior approval of the Mayor or his designee.
12. Metro, the County and the City shall meet on April 1, 2020 and thereafter, every six (6) months, to discuss and determine whether the SSA and this Amendment shall continue in full force and effect. The County or the City may terminate the SSA and this Amendment with ninety (90) days' written notice to the other. [See SSA, ¶2 and Camden Code Enforcement Study, conducted by JPM, at p.10].
13. To the extent that the provisions of this Amendment are inconsistent with the provisions of the SSA, dated June 13, 2016, this Amendment shall supersede the SSA. In all other circumstances, the SSA shall remain in full force and effect.

14. This Amendment and the SSA, dated June 13, 2016, may not be modified, altered, or amended in any manner, except in writing, signed by all of the appropriate parties hereto.
15. This Amendment and the SSA shall consist of the entire agreement of the parties and it is acknowledged that there is no side or oral agreements relating to the understandings set forth herein.
16. During the term of this Agreement, Camden County and the Camden County Police Department, Metro Division, shall indemnify, defend and shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, and hold the City and its respective officers, agents and employees, harmless against any and all Losses, for injury to property or persons, occurring or allegedly occurring due to the negligent conduct or willful misconduct of Camden County and the Camden County Police Department, Metro Division, or of its employees, officers, officials, directors, contractors, subcontractors, or agents, in connection with the terms of this Amendment. The City shall indemnify, defend and shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, and hold the County and the Camden County Police Department and its respective officers, agents and employees, harmless against any and all Losses, for injury to property or persons, occurring or allegedly occurring due to the negligent conduct or willful misconduct of the City, or of its employees, officers, officials, directors, contractors, subcontractors, or agents, in connection with the terms of this Amendment. The mutual indemnification does not, however, relieve any insurance company which has issued a policy of insurance of its obligation to defend the City, Camden County or the Camden County Police Department, Metro Division, and any other insured entity that may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.



18: This Amendment and the SSA are subject to the availability and appropriation of sufficient funds each year in which they are in effect.

19. This Amendment is subject to the approval of the Director of DLGS in the DCA.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

Attest:

COUNTY OF CAMDEN

\_\_\_\_\_  
Marianne DiPiero  
Clerk of the Board

\_\_\_\_\_  
Ross G. Angilella  
County Administrator

Attest:

CITY OF CAMDEN

\_\_\_\_\_  
Luis Pastoriza  
Municipal Clerk

\_\_\_\_\_  
Francisco Moran  
Mayor