

Shared Services Agreement

AGREEMENT BY AND BETWEEN THE COUNTY OF CAMDEN AND THE CITY OF CAMDEN FOR THE PROVISION OF A PROPERTY CODE ENFORCEMENT PROGRAM

THIS AGREEMENT (the "Agreement") is made on the 13 day of June, 2016, 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, 14th 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, the Parties have studied and implemented measures designed to streamline government operations by individually consolidating various services and programs and have identified and implemented efficiencies with the overall goal of maintaining the maximum level of services for the public, while at the same time reducing the burden on taxpayers; and

WHEREAS, after careful consideration, the Parties have determined that a cooperative approach to property code enforcement 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, in order to properly perform a comprehensive property code enforcement program, the Parties have decided to enter into a Shared Services Agreement for the purpose of jointly performing such services; and

WHEREAS, it has been determined that the County of Camden shall be responsible for the procurement of, and direct payment to, a qualified firm or individual for professional legal services as required by the Parties, will provide County law enforcement to participate in property inspections, provide clerical staff and part-time inspectors, and assume program management for this purpose; and the City of Camden shall provide inspectors, educate residents to the program, pay for the costs of the program and retain the fees/fines resulting from the program in accordance with the terms of this Agreement; and

WHEREAS, the costs for the program incurred by the County of Camden shall be paid by the City of Camden in accordance with Section 4. Funding of this Agreement; and

WHEREAS, the term of Agreement will be for a period of five (5) years, commencing on or about the 1st day of July, 2016; and

WHEREAS, this Shared Services Agreement is authorized 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

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WHEREAS, the Parties each agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; 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 within Agreement by and between the parties; now, therefore

IN CONSIDERATION of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to support and address property maintenance and housing conditions within the County, specifically, in the City of Camden, by providing various County resources and expertise to work with the City's Bureau of Housing to improve housing conditions for the City's residents and to support the City by ensuring adjudication and collection of fines and fees in accordance with the Camden City Code, Chapter 295. It is expected this program will be cost neutral for the County of Camden. Costs for this Program will be reimbursed in accordance with Section 4. Funding of this Agreement.

2. TERM AND TERMINATION; RENEWAL

The term of this Agreement shall be for a period of five (5) years commencing on or about the 1st day of July, 2016. Notwithstanding the above, each of the Parties shall have the right to terminate this Agreement prior to the end of its term, with or without cause, upon Ninety (90) days written notice delivered to the addresses listed herein above. This Agreement shall be binding upon the parties, their heirs, successors, and assigns.

This Agreement may be renewed for a 5 (five) year term as authorized by N.J.S.A. 40A:65-7.a (4).

3. DUTIES AND RESPONSIBILITIES

The County will provide the following services:

- (a) Legal services to advise and prosecute code enforcement violations pursuant to NJ Ct. R.7:8-7b. Legal services will be procured by the County pursuant to its Request for Proposals policy and in accordance with the provisions of the Local Public Contracts Law. Consent of the City is required for the selection of the qualified legal firm or individual.
- (b) County law enforcement (Public Safety Officers) to participate with City inspectors in code enforcement inspections to ensure the safety and security of City staff at no cost

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to the City.

(c) Recruit and hire, as may be needed a qualified director to organize, direct and oversee County Personnel. The qualified Director will collaborate and coordinate with the City of Camden Director of Code Enforcement for the implementation of this Program. The consent of the City is required for the amount the County will be seeking reimbursement for services rendered exclusively to the City under this Program by the qualified director.

(d) The prosecution of municipal property maintenance ordinances, laws, and regulations for this Program will be performed by the County pursuant to R. 7.8-7b. Notwithstanding the above, the City retains and reserves the authority to enforce and prosecute any code violations, municipal ordinances, laws and regulations that it determines is warranted pursuant to R. 7.8-7b.

(e) Utilize the inspectors of the Camden County Department of Health and Human Services to partner with and assist the City with its property code enforcement efforts. If necessary, recruit and hire additional part-time property code enforcement inspectors for the purposes of the Program.

(f) Work cooperatively with the City to orient and train the County's Health Department inspectors, and as may be required, newly hired inspectors, in property inspection requirements, the City Code and Ordinances, safety and recordkeeping requirements, and related duties and tasks. See: City Property Maintenance Code: Section 418.

(g) Recruit, hire and train clerical staff with consent of the City to support the County inspectors. The consent of the City is required for the amount of reimbursement for services rendered, by the clerical staff, exclusively to the City under this Program.

(h) (g) Provide properly completed invoices to the City on a monthly basis.

(i) (h) Work cooperatively with the City to achieve the goals of the Property Code Enforcement Program.

The City of Camden will provide the following services:

(a) Coordinate the efforts of the Program by holding regular meetings of the Property Inspection Operational Task Force. Members to include representatives of the following: Mayor's Office, Office of the City Attorney, City Code Office, City Department of Public Works, Camden County Police Department, Camden County Counsel, Camden County Health Department.

(b) Designate one day each week for the City's code enforcement matters to be heard in Camden City municipal court.

(c) Work cooperatively with the County as may be needed in orientation and training efforts for County Health Department inspectors and any newly hired inspectors.

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(d) Ensure that the Program remains viable for City partners whereby costs for the Program incurred by the County shall be paid by the City upon receipt of monthly invoices in accordance with the terms set forth in Section 4. Funding of this Agreement.

(e) Work cooperatively with the County to achieve the goals of the Property Code Enforcement Program.

4. FUNDING

A. The County of Camden shall be responsible for entering into a professional services agreement with a law firm or individual procured by the County to provide the necessary legal services to advise and prosecute code enforcement violations and will provide full payment to the firm in accordance with the contract between the parties. The City of Camden shall reimburse the County in full for such legal services paid by the County upon presentation of a monthly invoice sent by the County.

B. The County and City shall develop an annual budget for each fiscal year identifying all items reimbursable such as mutually agreed upon rates and charges for staffing, professional services, equipment and supplies for this Program. The initial Fiscal Year 2017 Budget is attached and incorporated by reference hereto. Thereafter, the County and City must prepare and mutually agree to the succeeding annual budgets prior to the commencement to the next fiscal year by no later than June 1st each year. The County shall invoice the City monthly for reimbursable items set forth in the annual budget.

C. The City of Camden shall retain all fees/fines resulting from the program or prosecution resulting from inspections related to the Program. This fund shall be utilized to reimburse the County and City for costs related to this Program.

D. All funds must be utilized in connection with this Program. No funds can be applied to any Code Enforcement matters outside the City of Camden or activities not pertaining to the City of Camden.

E. All supplies and equipment purchased for this Program with City funds shall be property of the City and shall be returned to the City of Camden upon the conclusion of this Program.

5. CONFLICT OF INTEREST

The Parties agree that in administering the services in connection with this Agreement, each will comply with all appropriate standards of conduct and will avoid any conflict of interest in its administration.

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6. INSURANCE

- A. The County of Camden and City of Camden will require the professional legal services firm or individual retained to maintain professional liability insurance coverage, general liability coverage, and automobile liability coverage, in amounts sufficient for the services rendered pursuant to this Agreement. In addition, the professional services firm or individual shall provide proof of the statutory minimum workers' compensation coverage.
- B. The County of Camden and City of Camden will cause the individual Parties to be named as an additional insured in the above policies on a primary, non-contributory basis.
- C. The County of Camden shall not be liable for any negligent, reckless or intentional acts or omissions caused by City employees for any conduct occurring while rendering services under this agreement.
- D. The City of Camden shall not be liable for any negligent, reckless or intentional acts or omissions caused by County employees for any conduct occurring while rendering services under this Agreement.

7. REMEDIES and DEFAULT

In the event that either party to this Agreement defaults in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available in law or in equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonably be cured within such time period, providing the defaulting party is using reasonable diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs and expenses, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate the Agreement.

8. NOTICES

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to all of the parties to this Agreement at the addresses listed herein above.

9. N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the New Jersey Office of the State Comptroller ("OSC") pursuant to N.J.S.A. 52:15C-14(d). Accordingly, pursuant to N.J.A.C. § 17:44-2.2, Authority to Audit or Review Contract Records, the selected professional legal services firm shall maintain all documentation related to products, transactions or

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services under its agreement with the County of Camden for a period of five years from the date of final payment. Such records shall be made available to the OSC upon request.

10. MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared pursuant to New Jersey law and shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

B. Waiver

Failure to enforce any of the provisions of this Agreement by any of the parties shall not be construed as a waiver of the provisions.

C. Amendment for Modification

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

D. Heading

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

E. Invalidity 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.

F. Entire Agreement

This Agreement 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.

G. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from all parties hereto.

H. Affirmative Action

The parties hereby agree to incorporate and be bound by the affirmative action language attached hereto as Exhibit A.

I. Americans with Disabilities Act and New Jersey Law Against Discrimination

The parties hereby agree to incorporate and be bound by the attached language pertaining to the Americans with Disabilities Act and the New Jersey Law Against Discrimination.

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J. Audit

The County of Camden shall conduct any required audits of the professional legal services firm in conformance with all City, State and Federal accounting practices.

K. Further Assurances

From time to time, the parties hereto may make, execute and deliver or cause to be made, executed and delivered any and all such further and other instruments and assurances, and will furnish such information, and make such filings with governmental authorities, as may be reasonably necessary or proper to carry out the intention of or to facilitate the performance of the terms of this Agreement or to protect and preserve the rights and remedies hereunder of the parties hereto.

L. Funding

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

M. Binding Agreement

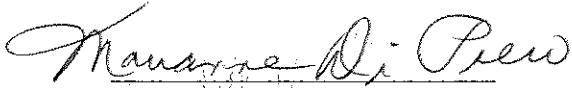
This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

SIGNATURE PAGE AFFIXED HERETO

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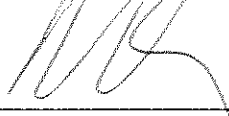
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Attest:



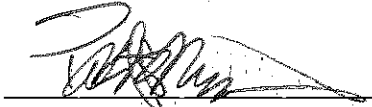
Marianne DiPiero
Clerk of the Board

COUNTY OF CAMDEN

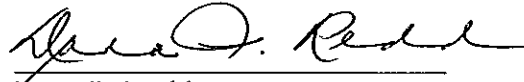


Ross G. Angilella
County Administrator

Attest:



CITY OF CAMDEN



Dana L. Redd
Mayor

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EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis

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of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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AMERICANS WITH DISABILITIES ACT Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County and the City do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County and the City in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County and the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's or the City's grievance procedure, the Contractor agrees to abide by any decision of the County and City, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or the City if the County or the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County or the City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or the City or any of its agents, servants, and employees, the County and the City shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or the City or its representatives.

It is expressly agreed and understood that any approval by the County or the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this

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agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

City and County Property Maintenance Code SSA

FY 2017

HOUSING INSPECTION START UP COSTS		HP Elko X2s	
EQUIPMENT	Hardware: 13 tablet units @ \$1,800/unit - HP Elko X2s	\$	23,400
	Printers: 1 color/zebra/dtc. and 1 standard for office	\$	1,500
Software	Software necessary to run programs - buy -In to GovPilot??	\$	15,000
Phone/Internet/office IT	Writing including connectivity back to County	\$	6,000
	Misc: Office supplies	\$	2,500
	14 staff @ \$250/per person	\$	3,500
Office Hours: @ \$10/h.			
Office Furniture:	Chairs/desks/misc. (10 x \$200) plus conf. chairs		
	Decals for vehicles: \$250 - \$500/vehicle x 5 vehicles	\$	2,500
		\$	51,900

TOTAL BUDGET (including START UP) \$ 531,751

ACCOUNT NUMBER	DESCRIPTION	2015 DEPT REQUEST	Fringe Rate 52.53%	TOTAL (incl fringe)	2016 Dept Request
PROPOSED COUNTY STAFFING:					
001-0102-401.10-01	REGULAR OR BASE SALARY (1/2 OF FULL TIMERS - 3.5 STAFF)	\$375,682/2 = \$187,841	no charge	\$ 187,841.28	\$ 187,841.28
001-0102-401.10-01	NO FRINGE, already being paid by County	\$359,424/2 = \$179,712	22.21%	\$ 219,626.04	\$ 219,626.04
	12 Part timers				
	Full Time Clerical:				
001-0102-401.10-01	PAY FOR 1 FULL TIMER ONLY @ \$45/YEAR	\$40,000	52.53%	\$ 48,894.00	\$ 48,894.00
	OVERTIME				
001-0102-401.10-02	VACATION SELLBACK				
001-0102-401.10-15	OPT-OUT INSURANCE				
	Subtotal - Salaries				486,361
	Subtotal - OE				
	HR Total				
001-0102-401.20-97	DRUG TESTING @ \$50 each	6 part-timers x \$50 = \$600, Estimate 2000		500.00	\$ 500.00
	Include preemployment drug screening for CCPD				
001-0102-401.20-99	OTHER OUTSIDE SERVICES				\$ -
	LEGAL FEES:				\$ -

Monthly expenses	RENT: approximately 750 - 900 SF @ \$10/ft	Monthly Cost:	ANNUAL COST			
	UTILITIES: approximately \$200 - 400/month = \$2,400 - \$4,800	\$ 987	\$ 8,060			\$ -
	PHONE/INTERNET: Estimated Cost @ approximately \$50/month	\$ 300	\$ 3,600			\$ -
	In the field Inmate: 12 HP tablets @ \$60/month x 12 months = \$5,760	\$ 640	\$ 7,680			\$ -
	Office Phone/Internet service (FICOS): \$200/month x 12 months = \$2,400	\$ 200	\$ 2,400			\$ -
	VEHICLES: 3 vehicles @ \$500 each for annual maintenance	\$ -	\$ 2,500			\$ -
	OFFICE SUPPLIES		\$ 2,000			\$ -
	Mailing supplies for vibration notices, office supplies, etc	\$ -	\$ 10,000			\$ -
	Estimate: 1,600 mailings/month = \$800-\$850/month (Average=\$833/mo)	\$ 833	\$ 10,000			\$ -
	Assign City Staff member:					\$ -
	FURNITURE & FIXTURES (NEW)					\$ -
	BOOKS AND SUBSCRIPTIONS -					\$ -
	Misc. as needed		\$ 200			\$ 200.00
	CONF MTGS MEMBERSHIP & DUES					\$ -
	EDUCATION & TRAINING		\$ 500			\$ 500.00
	Training of inspectors for consistency					\$ -
TOTAL:						479,881

BACKUP INFORMATION REGARDING STAFFING OF COUNTY SERVICES:

Title	Name and hours worked per week	Estimated Hours per week on this project	Alternating Time: Assume 50% of total time spent on each	2015 Sal Request	Hourly Rate	2016 Salary Projection (2%)	Hourly Rate projection 2016
Camden County Senior Housing Inspector	Bowman, Vance (40 hour per week employee)	40	A	\$ 59,833.49	\$ 28.77	\$ 61,030.00	\$ 29.34
Camden County Housing Inspector	Cordell, Shawn (40 hour per week employee)	40	B	\$ 52,983.22	\$ 25.47	\$ 54,043.00	\$ 25.98
Camden County Public Health Investigator	DiDonato, William (35 hour per week employee)	35	B	\$ 53,690.18	\$ 29.50	\$ 54,763.98	\$ 30.09
Camden County Public Health Investigator	Perry, Jim (35 hour per week employee)	35	A	\$ 59,545.98	\$ 30.54	\$ 60,736.90	\$ 33.37
Camden County Public Health Investigator	Cortez-Treherm, Abigail (37.5 hours per week employee)	37.5	B	\$ 56,989.42	\$ 30.98	\$ 57,517.21	\$ 29.50
Camden County Housing Inspector Trainee	Diaz, Sol (35 hour per week employee)	35	A	\$ 43,362.23	\$ 23.83	\$ 44,229.47	\$ 24.30
Camden County Housing Inspector Trainee	To Be Hired	35	A	\$ 43,362.23	\$ 23.83	\$ 44,229.47	\$ 24.30
						\$ 375,682.57	

