

**TOWNSHIP OF MULLICA**

**RESOLUTION NO. 97-2021**

**A RESOLUTION ENTERING INTO A SHARED SERVICES AGREEMENT WITH  
THE TOWNSHIP OF GALLOWAY FOR THE PURPOSE OF SHARING THE  
SERVICES OF A CONSTRUCTION CODE OFFICIAL AND PLUMBING SUBCODE  
OFFICIAL**

**WHEREAS**, the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et seq. ("Act"), allows any local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

**WHEREAS**, N.J.S.A. 40A:65-5 requires the adoption of a resolution by the local units in order to authorize the execution of a shared services agreement; and

**WHEREAS**, the Township of Galloway ("Galloway") needs a licensed Construction Code Official and a licensed Plumbing Subcode Official; and

**WHEREAS** the Township of Mullica ("Mullica") has a licensed Construction Code Official and a licensed Plumbing Subcode Official who is willing to provide such services to Galloway subject to approval of the governing body; and

**WHEREAS**, by Resolution No. 96-2021 this governing body authorized the Construction Code Official to provide interim services to Galloway pending negotiation of a mutually agreeable Shared Service Agreement; and

**WHEREAS**, Mullica and Galloway have determined it to be in the mutual interest of each governing body to enter into a shared service agreement to provide those services; and

**WHEREAS**, Mullica wishes to enter into a shared service agreement ("SSA") with Galloway for the purpose of setting forth the terms, conditions, and obligations of each party regarding the provision of Construction Code Official and Plumbing Subcode Official services, which will benefit both Mullica and Galloway by increasing the efficiency and decreasing costs of providing those services; and

**WHEREAS**, Galloway wishes to enter into a shared service agreement ("SSA") with Mullica for the purpose of setting forth the terms, conditions, and obligations of each party regarding the provision of Construction Code Official and Plumbing Subcode Official services, which will benefit both Galloway and Mullica by increasing the efficiency and decreasing costs of providing those services; and

**WHEREAS**, Mullica and Galloway have negotiated the terms of SSA, and the Mayor has recommended that the Township adopt an SSA.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Mullica, County of Atlantic, State of New Jersey, as follows:

1. The Mayor shall be and is hereby authorized to execute the Shared Services Agreement with the Township of Galloway for providing Construction Code Official and Plumbing Subcode Official services to the Township of Galloway by John Holroyd substantially in the form attached hereto and subject to such modifications as deemed necessary or desirable by the Chief Financial Officer and / or the Director of Revenue and Finance and approved by the Township Solicitor.
2. A copy of the SSA shall be filed with the Division of Local Government Services, Department of Community Affairs, in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-4(b).
3. The SSA shall take effect upon the adoption of appropriate resolutions by both parties thereto, and execution of agreements authorized thereunder, in compliance with N.J.S.A. 40A:65-5(c).
4. The Township Clerk is directed to send a certified copy of this Resolution to the Clerk of the Township of Galloway.

Adopted: April 8, 2021

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KRISTI HANSELMANN, MAYOR

ATTEST:

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KIMBERLY JOHNSON  
MUNICIPAL CLERK

**SHARED SERVICES AGREEMENT BETWEEN MULLICA  
TOWNSHIP AND THE TOWNSHIP OF GALLOWAY FOR  
CONSTRUCTION CODE OFFICIAL AND PLUMBING  
SUBCODE OFFICIAL  
SERVICES**

**THIS AGREEMENT** is made effective on the 1<sup>ST</sup> day of April by and between **MULLICA TOWNSHIP**, a political subdivision of the State of New Jersey, whose address is Post Office Box 317, 4528 White Horse Pike, Elwood, NJ 08217 (hereinafter sometimes referred to as "Mullica Township", "Mullica" or "Provider"), and **TOWNSHIP OF GALLOWAY**, a political subdivision of the State of New Jersey, whose address is 300 E. Jimmie Leeds Road, Galloway, NJ 08205 (hereinafter sometimes referred to as "Galloway Township", "Galloway" or "Recipient") (collectively referred to as the "Parties).

**WITNESS ETH:**

**WHEREAS** Mullica Township employs John Holroyd, a duly appointed licensed and certified Construction Code Official and Plumbing Subcode Official; and

**WHEREAS** Galloway Township has vacancies in the positions of Construction Code Official and Plumbing Subcode Official; and has an immediate need for such services commencing on April 1, 2021; and

**WHEREAS** the Parties seek ways to work together to share services and reduce costs; and

**WHEREAS** the Parties desire to formalize a relationship through a shared services agreement to provide Mullica's Construction Code Official and Plumbing Subcode Official to Galloway Township on a non-exclusive basis at times during Monday through Thursday each week during the term of this Agreement at times and on a schedule to be mutually agreed, and subject to adjustment from time to time as may be mutually agreed, recognizing that the need for construction code official and Plumbing Subcode Official services may vary; and

**WHEREAS** N.J.S.A. § 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act authorizes municipalities to enter into shared services agreements to accomplish any function which either unit could perform on its own to reduce local expenses funded by property taxpayers and ratepayers; and

**WHEREAS**, the Mullica Township Committee has authorized the execution of this Agreement through a Resolution passed by its governing body attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the Township of Galloway has authorized the execution of this Agreement through a Resolution passed by its Township Council attached hereto as Exhibit

B and incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLE** - All provisions of the preamble that are set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.
2. **CONTROLLING LAW** – This Agreement is governed by the provisions of N.J.S.A. § 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
3. **SCOPE OF WORK** – The Parties agree to work together to provide Construction Code Official and Plumbing Subcode Official services.

Mullica's duly appointed Construction Code Official and Plumbing Subcode Official (hereinafter the "Mullica Official") shall provide such services as required by law to the Township of Galloway as hereinafter set forth from Monday through Thursday [except holidays, vacation days (if applicable), and sick days]. Specifically, the Mullica Official shall be responsible for all the duties of the Construction Code Official and Plumbing Subcode Official required by law and be available to take phone calls regarding Galloway Township business during the remainder of the work week during the term of this Agreement. This agreement does not include Mullica providing any additional clerical staff or any legal representation. The Parties recognize that Mullica and the Mullica Official may need to modify the scheduled days and times for each municipality based upon obligations such as inspections, court appearances, etc. The municipalities shall work together to ensure that the schedule is flexible to the extent possible to ensure that each municipality is provided the anticipated number of hours each week from the Mullica Official. Notwithstanding the above statement, the Mullica Official shall continue to be responsible to provide primary services to satisfy the needs of Mullica Township.

**4. USE OF LABOR/ASSIGNMENT OF RESPONSIBILITY / ADDITIONAL COMPENSATION.**

Mullica shall provide one (1) employee to perform this Scope of Work. All references to Mullica's employee shall refer to Construction Code Official and Plumbing Subcode Official John Holroyd. Mullica's employee shall remain the employee of Mullica. The Mullica Official shall receive additional compensation in the amount of Fifty Thousand Dollars (\$50,000) payable in a manner determined by Mullica for assuming the additional duties under this Agreement: and such additional compensation shall not be reduced while this Agreement is in effect without good cause.

In the event John Holroyd shall be entitled to any additional benefits over and above the monetary compensation, Mullica shall apportion the cost of such benefits which Galloway shall pay to Mullica as additional compensation when requested as set forth in Paragraph 6.

**5. PAYMENT PROCEDURE.** Mullica shall submit a payment invoice to Galloway on a quarterly basis; with the first invoice due upon signing of this Agreement. Subsequent quarterly invoices are to be submitted to Galloway on June 1, September 1, December 1, and April 1 during the term of this Agreement. Galloway shall remit payment within thirty (30) days of receipt of an invoice. If Galloway fails to remit payment within the time prescribed, Mullica may place Galloway on notice that no future work will be performed unless and until

payment is received. If payment is not received within sixty (60) days, Mullica may void this Agreement upon an additional ten (10) days' notice. In the event of termination, the payment shall be pro-rated.

**6. EMPLOYMENT RECONCILIATION PLAN** – No additional or reduced employee levels are contemplated via this Agreement.

**7. DESIGNATION OF PRIMARY EMPLOYER** – The Mullica Official shall remain an employee of the Township of Mullica. Therefore, Mullica shall be designated as Primary Employer.

**8. TERM OF AGREEMENT/RIGHT TO TERMINATE** – In compliance with N.J.A.C. 5:23-4.6, this Agreement shall remain in place for four (4) years following the execution of this agreement. The term of this agreement shall be April 1<sup>st</sup>, 2021 to March 31<sup>st</sup>, 2025. Either party may terminate the contract upon sixty (60) days written notice to the other Party. This Agreement may also be terminated by failure to remit payment as described in Paragraph 5.

The Parties further acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of John Holroyd during the term of this Agreement. The parties, at their option, shall either replace John Holroyd immediately with a New Jersey licensed Construction Code Official and Plumbing Subcode Official acceptable to all parties or any or all the parties may seek any other means of replacement consistent with the laws of the State of New Jersey.

**9. COST OF SERVICES** – The Recipient shall pay the Provider Seventy-Seven Thousand Five-Hundred Dollars (\$77,500) per year payable in quarterly installments of Nineteen Thousand Three Hundred Seventy-Five Dollars (\$19,375) for performance of these services according to the payment procedure in Paragraph 5 of this Agreement.

**10. INSURANCE AND INDEMNIFICATION** – Both Parties shall maintain their own general liability, workers compensation insurance and insurance on the equipment and facilities.

Galloway shall indemnify, hold harmless and defend Mullica, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, of whatever nature or type, including bodily injury, death or property damage, arising out of or connected with the performance of the services to Galloway under this Agreement, so long as the actions upon which the demand, claim or assertion of liability arise out of the carrying out of official duties on behalf of Galloway, and were not beyond the scope of performing official duties, or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, or an intentional wrong or criminal act. Such indemnification shall include payment of attorneys' fees and costs incurred in the defense of any claim made by a third person.

Galloway shall be further responsible to indemnify Mullica for all workers compensation claims arising out of the performance of services for Galloway by the Mullica Official.

**11. MAINTENANCE OF RECORDS** – In compliance with N.J.A.C. 5:23-4.7(b), all records produced by the Mullica Official, as required by statute, administrative regulation or otherwise shall be utilized and maintained

on file in each of the respective municipal Construction Code Official and Plumbing Subcode Official offices for which municipality such records have been generated, developed, and maintained.

**12. GOVERNING LAW; DISPUTE RESOLUTION** - This Agreement shall be governed by the laws of the State of New Jersey. In the event of any dispute to this Agreement, the Parties shall resolve such difference by subsequent negotiation, mediation or arbitration before any action may be filed in Superior Court of New Jersey in Atlantic County.

**13. NOTICES** - Notices hereunder shall be given to the Parties' Chief Executive (Mayor / Township Administrator) and shall be made by hand delivery, facsimile, electronic mail, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days which, for purposes of this Agreement shall be any day other than a Saturday, Sunday, or legal public holiday.

**14. AMENDMENT** - The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

**15. ASSIGNABILITY** - This Agreement and all rights, duties and obligations contained herein may not be assigned without Mullica's prior written permission.

**16. FUNDING** - In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

**17. INVALID 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.

**18. JOINT PREPARATION** - This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

**19. ENTIRE AGREEMENT** - This Agreement is the entire Agreement and may only be modified by a written addendum authorized and entered into by Resolutions enacted by both Parties.

**20. COUNTERPARTS** - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

In accordance with the Act a certified copy of this Agreement shall be filed with the Division of Local Government Services.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals effective the day and year first above written.

Witness/Attest:

**TOWNSHIP OF MULLICA**

By: \_\_\_\_\_  
Kim Johnson, RMC  
Township Clerk

By: \_\_\_\_\_  
Kristi Hanselmann, Mayor

Witness/Attest:

**TOWNSHIP OF GALLOWAY**

By: \_\_\_\_\_  
Kelli Danieli, RMC  
Township Clerk

By: \_\_\_\_\_  
Jim Gorman, Mayor