RESOLUTION NO. R-105-2026

RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF FRANKLIN FOR CERTIFICATE OF OCCUPANCY INSPECTION SERVICES

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits local units of this State to enter into a contract with any other governmental unit for shared services; and

WHEREAS, the Township of Elk is in need of Certificate of Occupancy Inspection Official; and

WHEREAS, the Township of Franklin agrees to provide Certificate of Occupancy Inspection Services to the Township of Elk pursuant to the terms and conditions set forth in the Shared Services Agreement, attached hereto for the term August 1, 2026, through December 31, 2027.

WHEREAS, the Township of Franklin has agreed to serve as the Lead Agency for the Certificate of Occupancy Inspection Services; and

WHEREAS, the parties shall enter into a Shared Services Agreement, in the form and manner attached hereto; and

WHEREAS, such Shared Services 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 Mayor and Committee of the Township of Elk, County of Gloucester, State of New Jersey, as follows:

1. The Mayor and Clerk of the Township of Elk are hereby authorized to execute the Shared Services Agreement between the Township of Elk and the Township of Franklin, in the form and manner attached hereto as Exhibit "A".

2. A copy of this Resolution and the agreement shall be filed with the Commissioner of the Department of Community Affairs.

ADOPTED at a Work Session Meeting of the Elk Township Committee held August 6, 2026.

TOWNSHIP OF ELK

BY: _____
JAMES RAMBO, Mayor

ATTEST:

_____
TIMOTHY PINE, Acting Township Clerk

ROLL CALL VOTE				
COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
Cammarata	✓			
Cowan	✓			
Lucas	✓			
Sammons	✓			
Rambo	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a Work Session Meeting held by the same on August 6, 2026, in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

TIMOTHY PINE
Acting Clerk

R-105-2026

TOWNSHIP OF FRANKLIN
R-117-26

RESOLUTION APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF FRANKLIN AND THE TOWNSHIP OF ELK TO PROVIDE HOUSING INSPECTION SERVICES FOR CERTIFICATES OF OCCUPANCY FOR EIGHT (8) HOURS PER WEEK

This Uniform Shared Services Agreement ("Shared Services Agreement") dated this 14 day of July, 2026, by and between the Township of Franklin, a body politic and corporate of the State of NJ (hereinafter "Franklin"), and the Township of Elk, a body politic and corporate of the State of NJ (hereinafter "Elk")

WHEREAS, the Township of Elk is a body politic and corporate of the State of New Jersey, with its principal offices located at 680 Whig Lane, Monroeville, NJ 08343; and

WHEREAS, the Township of Franklin is a body politic and corporate of the State of New Jersey, with its principal offices located at 1571 Delsea Drive, Franklinville, NJ 08322; and

WHEREAS, the Township of Elk is in need of a Housing Inspector to conduct Certificate of Occupancy inspections for them; and

WHEREAS, the Township of Franklin desires to assist them with these inspections as is consistent with the terms of this Agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units to enter into agreements for the provision of shared services; and

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, Franklin and Elk do hereby agree as follows:

1. Agreement. The Township of Franklin agrees to provide housing inspection services for certificates of occupancy as described above and as dictated in the shared services agreement generated by the Franklin Township Solicitor and Administrator in conjunction with the Elk Township Solicitor and Administrator.
2. Compliance with Applicable Law. Franklin shall at all times during the course of the effective period of this Contract comply with an be subject to all applicable laws, rules and regulation of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the activities which are the subject of this Agreement.
3. Independent Status. The parties acknowledge that neither the Township of Franklin nor its employees, representatives or assigns are agents of Elk Township in any way.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

This contract is dated this 14 day of July, 2026.

IN WITNESS WHEREOF, the Township of Franklin has caused this instrument to be signed by its Mayor, attested by its Clerk pursuant to a similar Resolution of the Township of Elk.

ATTEST:

Barbara Freijomil
Township Clerk

TOWNSHIP OF FRANKLIN

John Bruno,
Mayor

Adopted: July 14, 2026

COMMITTEE MEMBER	MOTION	2nd	YES	ABSTAIN	NO	ABSENT
J. Bruno			✓			
T. Doyle						✓
M. Fiorella		✓	✓			
J. Keen			✓			
M. Marsh	✓		✓			

Attest:

Barbara Freijomil, Clerk

Township of Franklin

John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting held on July 14, 2026.

Barbara Freijomil, Clerk

SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF ELK AND FRANKLIN TOWNSHIP

THIS AGREEMENT dated August 4, 2026, is made between the TOWNSHIP OF ELK, Gloucester County, New Jersey ("Elk"), a municipal corporation of the State of New Jersey, with principal offices at 680 Whig Lane Road, Monroeville, New Jersey 08343, and FRANKLIN TOWNSHIP (hereinafter "Franklin", with principal offices at 1571 Delsea Drive, Franklinville, New Jersey 08322.

WITNESSETH

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

WHEREAS, Elk Township and Franklin Township are local units as defined by N.J.S.A. 40A:65-3; and

WHEREAS, Elk Township and Franklin Township have concluded that the residents of the Township of Elk will benefit from the sharing of certain defined services, and

WHEREAS, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to this Agreement; and

WHEREAS, the proper and respective officials of the local units were authorized to execute this Shared Services Agreement pursuant to the adoption of Resolutions of their respective entities.

NOW, THEREFORE, and in consideration of the mutual promise set forth herein, the parties hereto agree as follows:

1. **PURPOSE**

The parties agree that this Agreement shall provide for a sharing or receiving of certain services and/or resources, and for the compensation, more particularly described on Schedule "A" attached hereto.

2. **TERM**

The services to be furnished by this Agreement shall commence on the date this Agreement is authorized by the parties hereto. Pursuant to N.J.S.A. 40A:65-7a(4), this Agreement shall commence on August 1, 2026, and continue in effect through December 31, 2027, unless properly terminated beforehand by the parties as provided below. This Agreement may be extended beyond December 31, 2027, upon the written agreement of both parties.

3. **PROVISION OF SERVICES**

a) For purposes of this Agreement, any party performing services for or on behalf of the other party shall be deemed to be an agent of the non-performing party and said performing party shall have the full powers of performances and maintenance of the services contracted for and full powers to undertake any ancillary operations reasonably necessary or convenient to carry out its duties and obligations under this Agreement. However, no party hereto shall be liable for the cost of acquisition, construction or maintenance of any capital facility or equipment acquired by the performing party unless specifically provided for in this Agreement or any subsequent amendment hereto.

b) If any party performing any service contemplated by this Agreement utilizes the services of a private contractor to perform any or all of the services covered by this Agreement, such party shall be required to award the work to be performed by the private contractor in full accordance with the "Local Public Contracts Law", N.J.S.A. 40A:11-1, et seq.

c) Any services to be provided under this Agreement must be authorized via Resolution by the Elk Township Committee and Franklin Township Committee, prior to the actual provision of the service provided.

4. **SERVICES AND COMPENSATION**

a) The parties hereto agree that the services described in Schedule "A" attached hereto shall be provided pursuant to the terms and conditions of this Agreement.

b) The performing party shall prepare and submit invoices setting forth services provided. In the case of an ongoing service, an invoice shall be prepared and submitted on a monthly basis.

c) All properly presented invoices shall be paid within sixty (60) days of submission.

d) In the event the non-performing party fails to make any payment within sixty (60) days of submission, the performing party shall serve a written notice of default on the non-performing party. If the non-performing party fails to cure such default within thirty (30) days after receipt of notice, interest shall accrue at the rate of one and one-half percent (1-1/2%) per month on all outstanding amounts.

e) Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and other documents as one necessary to fully disclose to the other party or its authorized representatives, upon auditor reviews, sufficient information to determine compliance with the Agreement or any applicable laws or regulations. Each party shall have the right to inspect these records upon reasonable notice to the other party.

5. **NOTICES**

All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested, to the following persons:

AS TO ELK TOWNSHIP:
Clerk, Township of Elk
680 Whig Lane Road
Monroeville, NJ 08343

AS TO THE FRANKLIN TOWNSHIP:
Clerk, Township of Franklin
1571 Delsea Drive
Franklinville, NJ 08322

6. **ENTIRE AGREEMENT/AMENDMENTS**

The parties acknowledge and agree that this writing constitutes the only and entire Agreement between the parties and supersedes any prior written agreements, and shall be authorized by Resolution adopted by the Township Committee on behalf of Elk Township and Franklin Township.

7. **INTERPRETATION/CONSTRUCTION**

The parties agree that this Agreement was prepared under authority of the State of New Jersey and therefore shall be interpreted by the laws of this State.

8. **DISPUTE RESOLUTION**

Any dispute arising out of this Agreement shall be submitted for arbitration to the American Arbitration Association to be adjudicated pursuant to the rules and procedures of that organization. All decisions of the Arbitrators shall be binding upon the parties and may be docketed in any Court of competent jurisdiction as provided by Court Rule.

9. **ASSIGNMENT**

The rights, duties and obligations of this Agreement may not be assigned without either party's prior written consent.

10. **NON-WAIVER**

It is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either party shall not constitute a waiver of those provisions.

11. **SEVERABILITY**

If any provision or provisions of this Agreement is determined to be invalid or contrary to New Jersey law, only those provisions shall be struck and the remaining provisions of this Agreement shall survive.

12. **FUNDING**

This Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided.

13. **FORCE MAJEUR**

In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strides or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation provided a reasonable extension to complete the obligation or service.

14. **TERMINATION**

This Agreement shall expire on December 31, 2027, unless extended beyond or terminated before that date upon prior mutual agreement of the parties. The Agreement may be terminated by either party upon ninety (90) days prior written notice.

15. **INDEPENDENT PUBLIC AGENCIES**

The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public agency, separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities and obligations of the other party beyond what may be required by general law.

16. **PROPERTY AUTHORITY**

The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate resolution of each entity.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each party has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each party acknowledges that said execution has been duly authorized by a proper Resolution of the governing body.

ATTEST:

TIMOTHY PINE, Acting Clerk

Dated: August 6, 2026

TOWNSHIP OF ELK

JAMES RAMBO, Mayor

ATTEST:

BARBARA FREIJOMIL, Clerk

Dated: August 4, 2026

TOWNSHIP OF FRANKLIN

JOHN BRUNO, Mayor

SCHEDULE A

Construction Code and Certificate of Occupancy Inspections

Provider: Franklin Township
Recipient: Elk Township

1. Scope of Services. Franklin Township agrees to provide Elk Township with Certification of Occupancy Inspection Services ("Inspection Official"). Elk Township agrees to provide at its own cost and expense a Technical Assistant to the Franklin Township Inspection Official.

2. Hours of Service. The Franklin Township Inspection Official shall provide the requested services for eight (8) hours per week.

3. Employer. At all times referenced in this Agreement, Franklin Township is designated as the employer of the Inspection Official for purposes of tenure rights, salary, pension and other employee benefits. Elk Township agrees to consult and cooperate with Franklin Township with respect to any disciplinary infractions or violations which may arise in the course of duties provided in the other's jurisdiction.

4. Maintenance of Records. Any and all records concerning Elk Township matters shall be maintained at the Township of Elk Municipal Building.

5. Equipment and Operating Expenses. Elk Township shall provide the Inspection Official with adequate computer hardware/software, copier, office supplies, telephone, desk, and other equipment and furnishings that are typically found in a municipal office.

6. Vehicles. The Township of Franklin shall provide the Inspection Official with a vehicle. All vehicle-related costs (gas, maintenance, insurance, repairs, etc.) are the responsibility of Franklin Township.

7. Payment. In consideration for the services rendered, Elk Township shall pay Franklin Township $37.50 per hour for the services provided by the Inspection Official. All payments shall be made monthly from the Township of Elk to the Township of Franklin. In addition, the Township of Elk shall pay $3,700.00 (for eligible health care buy-out) per annum, pro-rated to March 1, 2026 ($3,083.33), within thirty (30) days of the date this Agreement is fully executed. The health care buy-out payment to the Township of Franklin is due annually.

8. Insurance and Indemnification.

    a. The Township of Franklin shall indemnify, hold harmless, and defend Township of Elk, its elected officials, employees, officers, agents and professionals from and against all liability, claims, suits, losses, damages, costs and demands (each a "claim") on account of bodily injury, including death or property damage,

arising out of or connected with the performance of the services under this Agreement unless such claim is the result of the intentional or negligent conduct of the Township of Elk, its elected officials, employees, officers, agents and professionals.

b. The Township of Elk shall indemnify, hold harmless and defend the Township of Franklin, its elected officials, employees, officers, agents and professionals from and against all liability, claims, suits, losses, damages, costs and demands (each a "claim") on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement unless such claim is the result of the intentional or negligent conduct of Franklin, its elected officials, employees, officers, agents and professionals.

c. If the Official provided by Franklin is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided to Elk under this Agreement, Elk will provide a defense for the Official in the lawsuit, claim, demand or other proceeding. In such case, Elk agrees to indemnify and hold harmless the official and/or additional staff against and from any and all liability, suits, and costs of every name and description and from all damages awarded against the official and/or additional staff unless said liability, loss or damage is caused by or arises out of conduct of the official and/or additional staff constituting a crime, actual fraud, actual malice or willful misconduct.