

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 037 (2024)

**AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENT BETWEEN THE
CITY OF SEA ISLE CITY AND THE BOROUGH OF WOODBINE, CAPE MAY COUNTY,
NEW JERSEY FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2027**

WHEREAS, the City of Sea Isle City (hereinafter, "Sea Isle") desires to enter into a Shared Service Agreement with the Borough of Woodbine (hereinafter, "Woodbine") for shared services for the delivery of Tax Assessor services; and

WHEREAS, a mutually advantageous agreement has been negotiated between Sea Isle and Woodbine which would enable the provision of shared Tax Assessor services, resulting in cost savings to each municipality; and

WHEREAS, it has been determined that the execution of a Shared Services Agreement between Sea Isle and Woodbine is in the public good and in the best long term interests of both municipalities, their residents and taxpayers; and

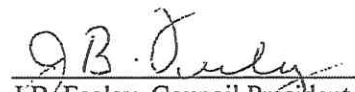
WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq., authorizes and empowers local units to enter into shared services agreements; and

WHEREAS, the attached Shared Services Agreement has been prepared for the delivery of Tax Assessor services; and

WHEREAS, Sea Isle believes that the execution of this Shared Services Agreement will, in the short term and long run, be of value to Sea Isle's taxpayers by providing such services to Sea Isle at a reduced cost.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, County of Cape May, New Jersey as follows:

1. Sea Isle City accepts and will or shall approve the attached Shared Services Agreement to be entered into with Woodbine, a true copy of which will be on file at the office of the Clerk of Sea Isle City and can be reviewed by the public during normal business hours.
2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.


J.B. Feeley, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Feeley	✓					
Edwardi	✓					
Kehner	✓				✓	
Tighe	✓					✓
Gibson	✓					

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, February 13, 2024.


Shannon D. Romano, Municipal Clerk

Clerk, Borough of Woodbine
501 Washington Avenue
Woodbine, NJ 08270

Richard Tonetta, Esq.
Solicitor, Borough of Woodbine
717 Elmer Street, #1
Vineland, NJ 08360

Clerk, City of Sea Isle City
233 John F. Kennedy Boulevard
Sea Isle City, NJ 08243

Paul J. Baldini, Esq.
Solicitor, City of Sea Isle City
4413 New Jersey Avenue
Wildwood, NJ 08260

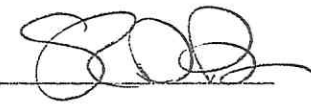
SIGNATURES:

The Borough of Woodbine

Laurie Boyd, MARA
Borough Clerk

William Pikolcky
Mayor

The City of Sea Isle City



Shannon D. Romano, RMC
City Clerk



Leonard C. Desiderio
Mayor

SHARED SERVICES AGREEMENT TAX ASSESSOR

This Agreement for the provision of Tax Assessor services is made as of this ___ day of _____, 2024, by and between the City of Sea Isle City, a New Jersey Municipal Corporation, the mailing address for which is 233 JFK Boulevard, Sea Isle City, NJ 08243, (hereinafter "Sea Isle City") and the Borough of Woodbine, a New Jersey Municipal Corporation, the mailing address for which is 501 Washington Avenue, Woodbine, NJ 08270, (hereinafter "Woodbine") and the parties state:

WHEREAS, Woodbine and Sea Isle City have had in effect an agreement to share Tax Assessing services, through the Sea Isle City Assessor, since January 1, 2020.

WHEREAS, Woodbine and Sea Isle City agree that this shared service has been in the mutual interests of both Woodbine and Sea Isle City.

WHEREAS, said agreement has been to the benefit of both Woodbine and Sea Isle City.

WHEREAS, the previous shared services agreement for qualified Tax Assessor services ended December 31, 2023.

WHEREAS, both Woodbine and Sea Isle City wish to extend this agreement.

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. permits local units to enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, and Sea Isle City and Woodbine desire to do the same; and,

WHEREAS, the services of a qualified Tax Assessor are services which both Woodbine and Sea Isle City are empowered to provide or receive within their own respective jurisdictions;

NOW, THEREFORE Sea Isle City and Woodbine hereby agree as follows:

SECTION 1.

The above recitals are incorporated herein and made a part hereof.

SECTION 2.

Sea Isle City will provide Tax Assessor services to Woodbine, providing coverage for Woodbine. The following are general procedures to be followed for provision of Tax Assessor services by Sea Isle City to Woodbine:

1. Sea Isle City will provide Tax Assessor services to Woodbine on an as need basis to not to exceed an average of 21 hours every two weeks as agreed upon between Sea Isle City and Woodbine.
2. Sea Isle City shall invoice and Woodbine shall pay for these services as follows:

2024	\$1,670.00 / Month
2025	\$1,728.00 / Month (3.5%)
2026	\$1,788.00 / Month (3.5%)
2027	\$1,851.00 / Month (3.5%)

SECTION 3. EFFECTIVE DATE, DURATION OF CONTRACT, AMENDMENT AND TERMINATION

A. Effective Date

This Agreement shall become effective and binding upon passage of a resolution by the governing body of each of the municipalities party to this agreement accepting and the agreement and authorizing its execution.

B. Duration

This Agreement is effective as of January 1, 2024 and will expire December 31, 2027.

C. Amendment

This Agreement may be amended with the mutual consent of the parties, provided that such amendment is reduced to writing, executed by the appropriate municipal official of each party and specifies the date the provisions of such amendment shall be effective.

D. Termination

Either participating municipality may terminate its participation herein by providing thirty (30) days written notice to the other party. Upon termination, all fees incurred by Woodbine hereunder shall be pro-rated if appropriate and shall be paid in full.

SECTION 4. CONSTRUCTION OF THIS AGREEMENT; VENUE

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the Laws of the State of New Jersey. The parties agree that any litigation which may ensue shall be instituted in the Superior Court of the State of New Jersey venued in Cape May County.

SECTION 5. DISPUTE RESOLUTION

The parties agree to work as partners in effecting the purposes of this agreement and to attempt to resolve any dispute that may arise during the course of this joint undertaking by way of mediation with the use of a mutually agreeable mediator, with each party being responsible for its own costs and fees and equally sharing the cost and fees of the mediator.

SECTION 6. SEVERABILITY

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be Invalid by any court of competent jurisdiction, such judgment 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 rendered.

SECTION 7. NOTICES

Any notices issued under or pursuant to this agreement shall be affective upon receipt by the Party's respective City/Borough Clerks, with copy to the party's respective City/Borough Solicitors, at the following addresses:

Borough of Woodbine

City of Sea Isle City

Clerk, Borough of Woodbine
501 Washington Avenue
Woodbine, NJ 08270

Clerk, City of Sea Isle City
233 John F. Kennedy Boulevard
Sea Isle City, NJ 08243

Richard Tonetta, Esq.
Solicitor, Borough of Woodbine
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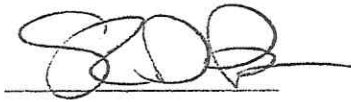
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