RESOLUTION 193-12

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE COUNTY OF GLOUCESTER REGIONALIZED TAX ASSESSMENT

WHEREAS, the County of Gloucester and the Borough of Clayton have agreed to enter into an Agreement for the Regionalized Tax Assessment; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement between the County of Gloucester and the Borough of Clayton.

2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on September 13, 2012.

BOROUGH OF CLAYTON

THOMAS BIANCO, Mayor

Attest:

Christine Newcomb

CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, September 13, 2012.

Christine Newcomb

CHRISTINE NEWCOMB, Borough Clerk

COUNTY ASSESSOR
COOPERATION AGREEMENT

THIS AGREEMENT ("Agreement"), dated this _____ day of _____, 2012, is made by and between the County of Gloucester ("County") and the Borough of Clayton, ("Municipality").

RECITALS

A. Pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S.A. 54:1-86 et seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis; and

B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S.A. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation; and

C. In order to accomplish the revaluation, it is necessary for the County to engage the services of a professional revaluation firm; and

D. In order to select the appropriate firm, the County will solicit proposals from such firms; and

E. The Municipality with its local knowledge will have valuable input into the tax assessor process; and

F. In addition, the County and the Municipality need to provide for certain obligations in connection with taxpayer appeals.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and among the County and Municipality, the County and Municipality do hereby agree as follows:

AGREEMENT

1. **Selection of Revaluation Firm:**

    a. The County will solicit and receive proposals from firms interested in providing revaluation/valuation services.

b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.

c. The County shall be responsible for selecting the revaluation firm.

d. The County Board of Freeholders shall award the contract for and shall enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

2. <u>Transfer of Surplus Property</u>:

a. Municipality shall make available to the County surplus municipal equipment, previously used by the Municipality in tax assessment activities, which equipment may be useful, in the County's discretion, for County tax assessment activities. Such equipment shall be provided as is.

b. Municipality will determine what equipment and/or furnishings shall be deemed "surplus".

3. Jurisdiction over Defense of Tax Appeals; <u>Responsibility for Fees and Costs in Certain Circumstances</u>

a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of the County Tax Appeals for a period of two (2) years which will include the revaluation year and the year following.

With regard to State Appeals, Paragraph 3. b. (i., ii. and iii.) shall control with regard to the costs in the event that the revaluation firm is called as a witness in State Appeals.

b. Costs associated with the settlement and/or defense of appeals:

i. With regard to appeals for any tax year prior to and including 2013, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.

ii. The County will have exclusive jurisdiction over the defense over all new 2014 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2014 and subsequent years, and should

not be construed as applying to tax appeals referenced in Section 3 (b) (iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.

iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2013 and any prior years. After the County take over, the Municipality will be responsible for a pro rata share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

For Tax Appeals involving multiple years both prior to and after 2013, the County will have exclusive jurisdiction over the defense of all such tax appeals. The County shall inform the Municipality in which the property that is subject of the appeal is located, prior to engaging to entering into any final settlement agreement, pursuant to N.J.A.C. 18:17A-8.1. The County, at its sole discretion, shall engage outside legal counsel and experts necessary to defend the tax appeals. The costs will be shared pro rata based upon the number of years under appeal and the number of years that the County has assumed complete responsibility of assessor duties. The basis of the pro rata share will be as specified in the above paragraph. The County may decide to use County personnel to defend the tax appeals.

The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2013 and prior years are resolved.

c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph 3. b. (iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

On or before February 1st of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1st of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

d. Notwithstanding the County's obligation to share in or assume the cost of appeal,

the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.

e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council for approval.

f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose, fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

4. **Cooperation in Effectuation of Transfer of Property Assessment Function:** N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et seq. further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.

5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.

6. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

8. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

Christine Newcomb

Christine Newcomb, Clerk

BOROUGH OF CLAYTON

BY: Thomas Bianco, Mayor