

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Sussex County COUNTY: Sussex

RECIPIENT: Stanhope Borough COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Sussex certified fire marshall, who performs services for the County under the Local Enforcement Agency as set forth in NJ State Uniform Fire Code and Regulations for Fire Code Enforcement will perform those services for the Borough of Stanhope.

EFFECTIVE DATE: July 1, 2016

EXPIRATION DATE: June 30, 2020

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT N/A There was never a cost to the Borough for this service

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICES AGREEMENT

This Shared Services Agreement entered into this 13 day of June, 2016 by and between the **County of Sussex**, a political subdivision of the State of New Jersey, having its principal offices at One Spring Street, Newton, New Jersey 07860, (hereinafter referred to as "County"); and

The **Borough of Stanhope**, a municipal corporation of the State of New Jersey, having its offices located at 77 Main Street, Stanhope, New Jersey 07874, (hereinafter referred to as "Borough").

RECITALS

WHEREAS, County of Sussex presently has a Certified Fire Marshal who performs certain services for the County under the LEA, (Local Enforcement Agency), as set forth in NJ State Uniform Fire Code and Regulations for Fire Code Enforcement; and

WHEREAS, N.J.S.A. 40A:65-4 et seq. authorizes a County and a municipality to enter into contracts for the joint provision of any service which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough of Stanhope is in need of an individual to work for the Borough in the same capacity; and

WHEREAS, the County of Sussex and the Borough of Stanhope have determined that it would be mutually beneficial to enter into a Shared Services Agreement whereby the County's Fire Marshal would perform the similar services to the Borough; and

WHEREAS, the parties to this Shared Services Agreement desire to enter into an agreement as of July 1, 2016 through June 30, 2020 which will allow the County's Fire Marshal to share office hours with the Borough of Stanhope on Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.; and

WHEREAS, the County of Sussex is prepared to provide the services contemplated by this Shared Services Agreement to the Borough of Stanhope for a period of four (4) years, with any renewal of this Shared Services Agreement to be the subject of evaluation, review, and approval by the County of Sussex and the Borough of Stanhope; and

WHEREAS, the County of Sussex is prepared to provide the services contemplated by this Shared Services Agreement to the Borough of Stanhope with the understanding and agreement that the County Fire Marshal is currently employed by the County of Sussex and can perform services for the Borough of Stanhope without delaying his work performance within the County Fire Marshal's Office in response to requirements of the County of Sussex; and

WHEREAS, the County Fire Marshal will not be involved in reviewing any action that would come before the County Fire Marshal for approval, and in those instances the Borough of Stanhope will engage an autonomous Fire Marshal that is independent of this Agreement to perform all actions requiring review that would come before the County Fire Marshal for approval, including, but not limited to, municipal or private projects that may require approval from the County Fire Marshal.

NOW, THEREFORE, in consideration of the promises, mutual covenants, understanding and agreements contained in this Shared Services Agreement and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by all parties, it is agreed by and between the parties as follows:

Effective July 1, 2016, County of Sussex LEA, Fire Marshal will perform services for the Borough of Stanhope in accordance with NJ State Uniform Fire Code and Regulations for Fire Code Enforcement including, but not limited to, the following:

- Municipal Life Hazard and Non-Life Hazard Buildings;
 - Buildings within the Municipality that fall under the policies of the New Jersey Division of Fire Safety Bureau of Fire Department Services;
 - Specifically excluded from here are certified smoke and carbon monoxide inspections;
 - County Fire Marshal shall utilize the Enforsys System for record keeping; and
 - County Fire Marshal shall supply monthly reports to the Municipality and shall be responsible for invoicing of all fees, costs and penalties.
1. Appropriate Fees, Penalties and Violations monies collected from the Municipality for life-hazard code work will be sent to the State of New Jersey, Division of Fire Safety (SNJDFS) and the SNJDFS will pay the appropriate percentage to Sussex County LEA, Fire Marshal on behalf of the Borough, pursuant to the fee schedule attached hereto and made a part hereof.
 2. All buildings owned/leased that are occupied by the Borough, including firehouses, and EMS stations shall be exempt from any inspection/permit fees.
 3. The fee schedule attached hereto and made a part hereof shall be the inspection fees for all Non-Life Hazard Use businesses. All other fees (Life Hazard Use and Permits) are governed in Sub-Chapter 2 of the Uniform Fire Code of the State of New Jersey. Any modifications to the fee schedule as mandated by the Division of Fire Safety, Department of Community Affairs, State of New Jersey during the term of this Agreement are incorporated herein and made a part hereof as of the time that the Sussex County Fire Marshal is made aware of same and forwards the revised fee schedule to the Borough of Stanhope. All penalties and fees collected shall be deposited into a dedicated account for the Sussex County Fire Marshal's Office and be used for the purpose of enforcing the Fire Safety Act as outlined in 52:27D-203 of the Uniform Fire Code of the State of New Jersey.

4. The Sussex County LEA, Fire Marshal has acquired New Jersey State certification for fire inspection and training to enforce the Uniform Fire Code and Regulations for Fire Code Enforcement.
5. Hourly rate based upon official's fringe benefit percentage of salary base paid to the County LEA, Fire Marshal from the County of Sussex, with appropriate adjustments for increased costs of benefits during the term of this Agreement, will be paid for code work not covered by the State of New Jersey, Division of Fire Safety. The Sussex County LEA, Fire Marshal and the Borough will discuss and agree upon the degree of work and number of hours prior to start of such work.
6. The Sussex County LEA, Fire Marshal is an employee of the County of Sussex and therefore, the County of Sussex shall at all times be responsible for its employee. The County of Sussex shall maintain all required Workers Compensation Insurance and Liability coverage for County employees. The Fire Marshal shall not be considered an employee of the Borough of Stanhope.
7. The County of Sussex shall hold the Borough of Stanhope harmless for any and all acts of the Fire Marshal. The Borough of Stanhope shall hold the County Fire Marshal harmless for any and all acts of the Borough of Stanhope.
8. In no event shall this Agreement be interpreted to include an expiration date which violates any present or future New Jersey law or regulation.
9. Maintenance of Records:
 - a. All active files, records and support documentation shall be maintained on file in the offices of the LEA, Fire Marshal of the County of Sussex.
 - b. When files, records and support documentation are closed from active status, the materials shall be maintained at the County of Sussex LEA Fire Marshal location.
 - c. The Borough and the County of Sussex LEA will arrange for duplicate records to be delivered to either party when requested.
10. Either the County of Sussex or the Borough may terminate this Agreement upon ninety (90) days written notice to the other party, as well as, notification to the Department of Community Affairs, Division of Fire Safety.

IN WITNESS THEREOF, the County of Sussex and Borough of Stanhope, by and through its duly authorized representatives, have hereunder executed this Shared Services Agreement.

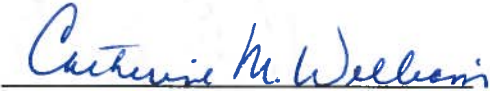
COUNTY OF SUSSEX



George F. Graham,
Freeholder Director

Date: June , 2016

Attest:



Catherine M. Williams
Clerk of the Board

BOROUGH OF STANHOPE



Rosemarie Maio, Mayor
Borough of Stanhope

Date: May 26, 2016

Attest:



Fee Schedule

Non-Life Hazards Use:

In addition to the registrations required by the Uniform Fire Code, the following non-life hazard uses shall register with the Bureau of Fire Prevention. These uses shall be inspected once per year and pay an annual fee. The following is the fee schedule for non-life hazard uses:

A. Assembly

A-1	Eating establishment; under 50	30.00
A-2	Take-out food service (no eating)	30.00
A-3	Church or synagogue	30.00
A-4	Recreation centers, multi-purpose rooms, etc.; fewer than 100	55.00
A-5	Court rooms, libraries, fraternal organiza- tions, condominium centers; 49 or fewer	55.00
A-6	Senior citizen centers; 49 or fewer	55.00

B. Business/Professional

B-1	Professional use; 1 and 2 story; less than 5,000 square feet, per floor	30.00
B-2	1 and 2 story; more than 5,000 square feet, per floor	55.00
B-3	1 and 2 story; more than 10,000 square feet, per floor	80.00
B-4	3 to 5 story; less than 5,000 square feet, per floor	105.00
B-5	3 to 5 story; more than 5,000 square feet, per floor	155.00
B-6	3 to 5 story; over 10,000 square feet, per floor	225.00

C. Retail (mercantile)

M-1	1 and 2 story; less than 5,000 square feet, per floor	65.00
M-2	1 and 2 story; more than 5,000 square feet, less than 10,000 square feet, per floor	95.00
M-3	1 and 2 story; less than 5,000 square feet, per floor	120.00
M-4	3 to 5 story; less than 5,000 square feet, per floor	155.00
M-5	3 to 5 story; more than 5,000 square feet, less than 10,000 square feet, per floor	180.00
M-6	3 to 5 story; over 10,000 square feet, per floor	205.00

With the exception of hardware stores, 3,000 square feet, retail stores over 12,000 square feet are life hazard uses.

D. Manufacturing (factory)

F-1	1 and 2 story; less than 5,000 square feet, per floor	80.00
F-2	1 and 2 story; more than 5,000 square feet, less than 10,000 square feet, per floor	105.00
F-3	1 and 2 story; more than 10,000 square feet, per floor	155.00
F-4	3 to 5 story; less than 5,000 square feet, per floor	180.00
F-5	3 to 5 story; more than 5,000 square feet, less than 10,000 square feet, per floor	205.00
F-6	3 to 5 story; over 10,000 square feet, per floor	255.00

E. Storage (Moderate hazard, S-1; Low hazard, S-2)

S-1	1 and 2 story; less than 5,000 square Feet, per floor	55.00
S-2	1 and 2 story; more than 5,000 square Feet, less than 10,000 square feet, Per floor	105.00
S-3	1 and 2 story; more than 10,000 square Feet, per floor	155.00
S-4	3 to 5 story; less than 5,000 square Feet, per floor	180.00
S-5	3 to 5 story; more than 5,000 square Feet, per floor	205.00
S-6	3 to 5 story; over 10,000 square feet, Per floor	255.00

Exceptions, life hazard uses.

F. Residential (LEA listed with multi-family BHI). Fee is for each building.

R-1	3 to 6 units	25.00
R-2	7 to 12 units	50.00
R-3	13 to 20 units	75.00
R-4	21 to 50 units	100.00
R-5	For each additional unit	2.00