

**CONSTRUCTION DEPARTMENT  
INTERLOCAL SERVICE AGREEMENT  
BETWEEN  
THE TOWNSHIP OF FRELINGHUYSEN  
AND  
THE TOWNSHIP OF GREEN**

**THIS AGREEMENT** is entered into the latter of the dates on the signature page by and between:

The Township of Frelinghuysen, a Municipal Corporation of the State of New Jersey with offices at 210 Main Street, Johnsonburg, New Jersey 07825, hereinafter referred to as "Provider"; and

The Township of Green, a Municipal Corporation of the State of New Jersey with offices at 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, hereinafter referred to as "Recipient"; and

**WITNESSETH**, that the Provider and Recipient agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

A. Designation as General Agent.

1. The Provider is hereby designated as the agent of the Recipient, to furnish Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its Subcodes.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient. Any addition shall be by amendment to this agreement.

B. Responsibility

At all times, the Provider shall maintain responsibility for and control over the personnel hired to operate the department. All citizen inquires and/or complaint resolutions relating to personnel shall be handled through the Provider. The Township Clerk and/or Mayor of the Provider and/or the Department of Community Affairs, as appropriate, shall handle any public comments involving the Construction Official and Staff.

C. Supervision and Director of Staff

1. The Provider, in conjunction with the Recipient, shall establish office hours for the operation of the Construction Department.
2. The Construction Official, furnished by the Provider, shall be responsible for the operation and supervision of the Construction Code Enforcement

Office and shall direct and supervise all activities and employees of the Department.

3. The staff, furnished by the Provider, shall be properly licensed code enforcement or Subcode Officials and/or inspectors as appropriate.
4. Provider shall furnish appropriate clerical support staff, as determined by the Township Clerk and/or Committee and in conjunction with the Construction Official.

D. Designation as Code Officials and Inspectors

Provider shall designate the construction official and Subcode Officials, as well as the Inspectors, for the enforcement of the State Uniform Construction Code and related ordinances of the Recipient. Code and Subcode Officials and Inspectors shall be duly licensed by the New Jersey Department of Community Affairs, Division of Codes and Standards.

## ARTICLE II: ACTIVITIES

A. Services to be performed

The following administrative and enforcement personnel will be provided by the Provider to the Recipient:

1. Construction Official
2. Building Subcode Official
3. Plumbing Subcode Official
4. Electrical Subcode Official
5. Fire Subcode Official
6. Technical Assistant to the Construction Official

B. Hours of Operation

1. The Construction Official and Subcode Officials shall be available for consultation with the public during normal business hours at scheduled times to be determined by the Construction Official. The hours shall be set in such a manner as to provide the public with reasonable access to the various officials. Two half days at the Recipient's municipal building will be provided; hours and days to be determined by the Provider in conjunction with the Recipient.
2. The Provider's Construction Office shall be open during the Provider's normal Construction Office hours.

C. Place of Operation

Main business for the Department shall be conducted in the Recipient's offices on two half days per week with public access during other normal construction office business hours at the Provider's offices.

D. Maintenance of Records

1. The appropriate Officials and Inspectors shall maintain documented records of activity on forms approved by the Construction Official and/or the new Jersey Department of Community Affairs, recording all inspections and activities. The records shall be specific with regard to the municipality, address, dates and hours of service.
2. All files and records and support documentation, active and closed, shall be maintained on file in the offices of the originating municipality.

E. Operational Needs

Green Township will provide for all operational needs of the department for its operation in Green Township including, but not limited to office space at the Green Township municipal building, utilities for said space, equipment including computer and software, maintenance of all code books, general office supplies, copier and faxing capabilities, telephone, and permit application forms.

**ARTICLE III: EMPLOYEES**

A. Licensed Personnel and Staff

1. The Provider shall furnish duly licensed personnel and support staff as shown by the existing staffing below.
2. The Provider may employ subcontractors and/or contract with third party entities, to supply any services for which the Provider does not have qualified in-staff personnel or in the event additional services are specifically requested by Recipient. There will be no additional cost to the Recipient, if such services are contracted for by the Provider, except those services needed to meet demands of the Recipient that exceed the demands contemplated at the time the Agreement was entered. If additional services are requested by Recipient, the cost of such services shall be negotiated as an amendment to this contract.

B. Existing Staffing

1. Provider will provide services to the Recipient utilizing the Provider's staff.

**ARTICLE IV: ENFORCEMENT**

A. Investigations and Inspections

The Construction Official shall conduct investigations and inspections or supervise personnel in making same and inform the Provider and Recipient regarding any violation of statutes and/or related local ordinances related to the Uniform Construction Code in their respective municipalities.

B. Coordination with Municipal Attorneys

The Construction Official shall provide the Provider and Recipient with evidence of violations and assist the appropriate Municipal Attorney(s) in obtaining compliance and enforcing compliance with the law.

Each municipality shall be solely responsible for its own enforcement actions. The sole cost of enforcement activities including but not limited to legal actions and collection of any fines and/or penalties assessed as the result of a legal action shall be borne solely by the municipality within which the violation occurred. The Construction Official and/or Construction Department personnel shall make themselves available to testify and provide documentation in support of the investigation they have undertaken, including the results of the investigation.

C. Violations

The Construction Official and/or appropriate Subcode Official or Inspector shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

## **ARTICLE V: REPORTS**

A. Annual

The Construction Official shall furnish the Provider and the Recipient with an annual report of services rendered to each respective municipality.

B. Periodic

Periodic reporting of activities shall be made by the Construction Official, upon request by the Administrative officer of the Provider and/or the Recipient.

## **ARTICLE VI: FEES**

A. Retention

All license fees, permit fees, and other fees collected by the Construction Department Personnel shall be held in a trust account by the Recipient and remitted by the Recipient to the Provider on a quarterly basis.

B. Collection

Collection of fees shall be the responsibility of the Provider. Staff personnel of the Construction Department shall comply with the Recipient's requirements for receipting and state requirements for deposit of public funds collected by a municipality, after which appropriate action will be taken to distribute fees to the appropriate municipal treasurer on a quarterly basis. Construction Department

Personnel shall provide monthly reports of revenues received and appropriations expended shall be provided to each participating municipality. The Recipient shall use the monthly report for purposes of reconciliation and quarterly payment.

C. Establishment of Fees

A uniform fee schedule as required by N.J.A.C. 5:23-4.17(e) has been duly adopted by the Provider. Said fee schedule will be utilized when assessing permit fees relating to permits obtained for work to be done within the Recipient's borders. Provider's current fee schedule is attached to this Agreement. Provider agrees that it shall not increase any fee provided for on the attached fee schedule during the term of this Agreement.

D. State Permit Surcharge Fees

Remittance of State Permit Surcharge Fees shall be made by the Recipient on a quarterly basis as required by the New Jersey Department of Community Affairs. Computation of said fees shall be done by Recipient.

E. Administrative Expenses

The Provider shall remit administrative expense fees to the recipient based upon the total amount of fees collected by the provider during each calendar year of this Agreement in accordance with the following schedule:

<u>Fees Received</u>	<u>Expense Fees</u>
\$1.00 to \$100,000	\$2,500
\$100,001 to \$150,000	\$4,000
\$150,001 or greater	\$8,000

Provider shall remit the foregoing administrative expense fees to Recipient once annually on or before February 15<sup>th</sup> for the fees collected during the prior calendar year.

## **ARTICLE VII: PROPERTY ARRANGEMENTS**

A. Costs Associated with the Construction Department

During the life of the Interlocal Service Agreement, except for software licensing, maintenance, and operational needs as stated in Article II, Section E, the costs of all equipment and/or vehicles acquired specifically for the Construction Department shall be the responsibility of the Provider.

**ARTICLE VIII: PAYMENT AND COMPENSATION**

Commencing January 1, 2015, the Provider accepts all fees collected by the Provider (in this case Frelinghuysen Township) for the Recipient for those properties serviced in the Township of Green as full compensation for the services outlined herein. Said fees shall be deposited by the Recipient's Finance Department in a trust account and remitted to the Provider on a quarterly basis.

**ARTICLE IX: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION**

A. Term

The term of the Agreement shall be for a term of four consecutive years as provided for by N.J.A.C. 5:23-4.6 beginning on January 1, 2015 and terminating on or about December 31, 2018.

B. Termination

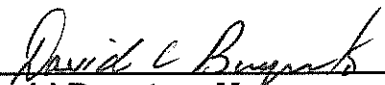
A participating party may terminate such participation pursuant to this Agreement effective January 1<sup>st</sup> of any calendar year during the life of this Agreement by providing written notice to the other municipality on or before October 1st, of the prior calendar year by way of Certified Mail to the Clerk of the respective municipality. In the event of termination of the Agreement, the Recipient shall pay their share of expenses and costs associated with the withdrawal and termination of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date written below.

**Attest**

**TOWNSHIP OF FRELINGHUYSEN**

  
\_\_\_\_\_  
Brenda Kleber, Clerk


  
\_\_\_\_\_  
David Boynton, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest

TOWNSHIP OF GREEN

  
Linda Peralta, Clerk/Administrator

  
Margaret Phillips, Deputy Mayor

Dated: 1/2/2015

Dated: 1/2/2015

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**EXTENSION AGREEMENT - CONSTRUCTION DEPARTMENT  
INTERLOCAL SERVICE AGREEMENT  
BETWEEN THE TOWNSHIP OF FRELINGHUYSEN  
AND  
THE TOWNSHIP OF GREEN**

This signature page is by and between the Township of Frelinghuysen, a Municipal Corporation of the State of New Jersey with offices at 210 Main Street, Johnsonburg, New Jersey 07825, hereinafter referred to as "Provider" and the Township of Green, a Municipal Corporation of the State of New Jersey with offices at 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, hereinafter referred to as "Recipient".

**WHEREAS**, Provider and Recipient heretofore entered into an Interlocal Service Agreement, wherein Provider provides Construction Department services to Recipient; and

**WHEREAS**, said Agreement is scheduled to expire on August 31, 2014; and

**WHEREAS**, the parties anticipate entering into a new four (4) year agreement for Provider to provide to Recipient Construction Department services; and

**WHEREAS**, for budgetary and fiscal purposes, the new Agreement should go into effect as of January 1, 2015; and

**WHEREAS**, the parties wish to provide for the continuation of Construction Department Services and wish to extend the presently existing agreement through December 31, 2014;

**NOW, THEREFORE**, the parties agree as follows:

1. The recital clauses set forth hereinabove are hereby made an integral part of this Agreement.

2. The Construction Department Interlocal Service Agreement between the parties is hereby extended to December 31, 2014.

3. Unless otherwise amended by this Agreement, all of the terms and conditions of the Construction Department Interlocal Service Agreement shall remain in full force and effect through the termination of this Agreement as extended to December 31, 2014.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest

Brenda J. Kleber

Dated: 9/22/14

Attest

Linda Peralta  
Linda Peralta, Clerk/Administrator

Dated: 7/15/14

TOWNSHIP OF FRELINGHUYSEN

David C. Bayne  
Mayor

Dated: 9/22/14

TOWNSHIP OF GREEN

Daniel Conkling  
Daniel Conkling, Mayor

Dated: 7/15/14