

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Hardyston Township COUNTY: Sussex

RECIPIENT: Town of Newton COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Providing Construction Code Administration and Enforcement Services

EFFECTIVE DATE: Jan 1, 2015

EXPIRATION DATE: Dec 31, 2018

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.



TOWN OF NEWTON

RESOLUTION #269-2014

December 22, 2014 "Authorize Entering into an Interlocal Shared Services Agreement with the Township of Hardyston for Construction Code Administration and Enforcement Services"

WHEREAS, the Town of Newton desires to enter into a shared services agreement with the Township of Hardyston to furnish the Town of Newton with Construction Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its subcodes; and

WHEREAS, the parties desire to enter into an Agreement pursuant to the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1, et seq., for the furnishing of such services;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Newton, in the County of Sussex, and State of New Jersey as follows:

1. The Mayor and Town Clerk are hereby authorized and directed to execute the Shared Services Agreement, a copy of which is attached hereto, with the Township of Hardyston for the provision of Construction Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its subcodes.
2. The Mayor and Clerk are hereby authorized to execute any additional non-substantial amendments and/or modifications to the Agreement without the consent of the Town Council.
3. This Resolution shall take effect immediately.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, December 22, 2014.


Teresa A. Oswin, RMC
Deputy Municipal Clerk

**CONSTRUCTION DEPARTMENT
SHARED SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF HARDYSTON
AND THE TOWN OF NEWTON**

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

THE TOWNSHIP OF HARDYSTON

a municipal corporation of the State of New Jersey
with offices located at 149 Wheatsworth Road,
Hardyston, New Jersey 07419

(hereinafter "Provider")

AND

THE TOWN OF NEWTON

a municipal corporation of the State of New Jersey
with offices located at 39 Trinity Street
Newton, NJ 07860

(hereinafter "Recipient")

W I T N E S S E T H

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, the State of New Jersey Uniform Fire Code, and the Municipal Property Maintenance Codes. The scope of services provided to the Recipient under this Agreement shall not encompass the services relative to the enforcement of the Recipient's property maintenance code and zoning ordinances.
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.

B. Responsibility

1. At all times, the Provider shall maintain responsibility for and control over the personnel hired to operate the department. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Township Manager of the Provider and/or the NJ Department of Community Affairs, as appropriate, shall handle any public comments involving the Construction Code 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 Code 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 its Township Manager, and in conjunction with the Construction Official.
5. All personnel providing the outlined services to the Recipient under the Agreement shall continue to remain employees of the Provider and, as such, shall continue to remain bound by the Personnel Policies and Procedures of the Township of Hardyston and shall continue to be under the direct supervision of the Township of Hardyston Manager. Any problem or concern that should arise relative to any aspect of this Agreement or issue relative to the personnel providing such services shall be directed to the Hardyston Township Manager through the Recipient's Administrator.

D. Designation as Construction Official

Provider shall designate the Code 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. 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.

- a. Construction Official
- b. Building Subcode Official
- c. Fire Sub-Code Official/Inspectors

The Town of Newton shall continue to retain personnel to perform the duties associated with the plumbing sub-code, electric sub-code and fire prevention inspection(s) and compliance and shall continue to be responsible for all costs associated with those services.

B. Hours of Operation

The Construction Official and Subcode Officials shall be available for consultation with the public 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. The hours that are presently anticipated to be provided are 8:30 am to 4:30 pm, Monday through Friday (except holidays).

C. Place of Operation

Main business for the Department shall be conducted in the Provider's Municipal 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 active files, and if requested, Provider's closed files, records and support documentation shall be maintained on file in the offices of the Provider.
3. When files, records and support documentation are closed from active status, the materials shall be transported to the offices of the generating municipality.

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 borne by the requesting Recipient.

B. Existing Staffing

1. The following shall constitute the existing staffing for the Construction Department of the Provider:
 - a. One full-time Construction Official/Fire Sub-Code Official.
 - b. Full-time Building Subcode Inspector/Fire Sub-Code Inspector.
 - c. Part-time coverage for Electrical Subcode Official, Plumbing Subcode Official and Fire Inspector.
 - d. One full-time Construction Technical Assistant; one full-time administrative assistant.

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 municipal attorneys 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 his/her subordinates 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 shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

ARTICLE V: REPORTS

1. Annual: The Construction Official shall furnish the Provider and the Recipient with an annual report of services rendered to each respective municipality.
2. Periodic: Periodic reporting of activities shall be made by the Construction Official, upon request by the Township Manager/Administrator of the Provider and/or the Recipient.

ARTICLE VI: FEES

A. Retention

1. All license fees, permit fees and other fees collected by the Construction Department personnel shall be retained by the Provider. The total revenue collected by the Provider relating to the Recipient's construction activity as of November 30th of each year shall be deducted from the contracted amount due from the Recipient under the terms of this Agreement. December permit fees collected shall be used by the Provider to offset the calculation for the following year. Should fees be collected in excess of the contract amount, Hardyston Township will retain the first 25% in excess of the base contracted amount in years 2015 and 2016 and the first 30% in years 2017 and 2018 in order to offset expected increased costs to provide expanded services, under these types of unusual circumstances. Should fees be collected in excess of the contract amount, Hardyston Township will retain 100% of the excess fees collected up to \$115,802 in 2015; \$118,118 in 2016; \$125,300 in 2017 and \$127,805 in 2018. Fees collected in excess of \$115,802 in

2015; \$118,118 in 2016; \$125,300 in 2017 and \$127,805 in 2018 will be split 20/80 (20% to Provider and 80% to the Recipient) between the two municipalities.

2. Fees for fire, electric and plumbing permits will be made payable to Hardyston Township. Since the technical assistance staff will be required to provide the administrative work relating to fire, electrical and plumbing inspections, phone calls, filing, etc., The Town of Newton shall be charged an administrative fee of 15% of all permit fees collected relating to these three sub-codes. On November 30th an analysis of fees collection will be presented by the Provider to the Recipient, with a net check representing all fees collected in connection with fire, electric and plumbing, minus the 15% administration fee.

B. Collection

Collection of fees shall be the responsibility of the Provider. Staff personnel of the Construction Department shall comply with the 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 monthly basis. Monthly reports of revenues received and appropriations expended shall be provided to each participating municipality.

C. Establishment of Fees

The Provider and the Recipient shall develop a uniform fee schedule as required by N.J.A.C. 5:23-4.17(d).

ARTICLE VII: PROPERTY ARRANGEMENTS

A. Costs Shared Equally

During the life of this Agreement, the costs of all equipment and/or vehicles acquired specifically for the Construction Department shall be the responsibility of the Provider.

ARTICLE VIII: PAYMENTS AND COMPENSATION

- A. For the year 2015, commencing January 1, 2015, Recipient base costs for the Construction Department shall be assessed as follows:

Payment from Recipient to Provider:

January 1, 2015 – December 31, 2015	\$92,642 (represents 2014 rate)
January 1, 2016 – December 31, 2016	\$94,495 (represents 2% increase)
January 1, 2017 – December 31, 2017	\$96,385 (represents 2% increase over 2016)
January 1, 2018 – December 31, 2018	\$98,312 (represents 2% increase over 2017)

The payment shall be due December 1 of each calendar year, beginning December 1, 2015. The amount due shall be offset by all fees collected by the Provider for the Recipient for those properties serviced in the Town of Newton. Any payment of fees collected in excess of this amount due shall be retained as compensation for the Provider up to the amount noted in section Article VI Fees, A. Retention. Any balance of excess thereafter shall be returned to the Recipient by December 31 of the contracted year in question.

In the event that the amount of fees collected is less than the contracted amount, then the Recipient shall make payment for such shortfall to the Provider by December 31 of the related contract year.

- B. Payment Obligation:** Failure of the Recipient to pay the contribution to the Provider in a timely manner shall result in a five percent (5%) late penalty as well as interest to accrue at the rate of six percent (6%) per annum.

ARTICLE IX: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION; INSURANCE

A. Term

The term of this Agreement shall be for a term of four (4) consecutive years as provided for by N.J.A.C. 5:23-4.6 beginning on or about 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 1st of any calendar year during the life to this Agreement by providing written notice to the other municipality on or before November 1st of the prior calendar year by way of certified mail to the Clerk of the respective municipality. In the event of termination of this Agreement, the Recipient shall pay their share of expenses and costs associated with the withdrawal and termination of the Agreement.

C. Insurance: Indemnification

The Provider shall maintain in full force and effect during the term of this Agreement, public officials liability, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Provider shall also maintain in full force and effect during the term of this Agreement, general liability insurance naming Recipient as an additional insured, providing same is authorized by Statewide Insurance Fund.

The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Recipient or the Recipient's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the sole negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

WITNESS:

BY: Jane Bakalarczyk
Jane Bakalarczyk, Township Clerk

WITNESS:

BY: Teresa Ann Oswin
Teresa Ann Oswin, RMC
Deputy Municipal Clerk

TOWNSHIP OF HARDYSTON

BY: Stanley Kula
Stanley Kula, Mayor
Dated: 12-31-14

TOWN OF NEWTON

BY: E. Kevin Elvidge
E. Kevin Elvidge, Mayor
Dated: