

SHARED SERVICES AGREEMENT

This Agreement, dated this ^{26th} day of ^{Sept}, 2017, between the Township of Cranford, 8 Springfield Avenue, Cranford, New Jersey 07016 (hereinafter Cranford) and the Borough of Garwood, 403 South Avenue, Garwood, New Jersey 07027 (hereinafter Garwood). LOCAL GOVT SERVICES
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WHEREAS, the Uniform Shared Services and Consolidation Act (the "Act"), N.J.S.A. 40A:65-1, et seq., permits, authorizes and encourages public bodies such as municipalities to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction, whether administrative, educational, instructional or otherwise; and RECEIVED

WHEREAS, Cranford and Garwood have heretofore entered into such agreements, the most recent of which was dated December 22, 2015, to provide Uniform Construction Code construction official services and sub-code official services; and

WHEREAS, Cranford and Garwood have agreed to modify the December 22, 2015 agreement and to enter into this agreement, and have each adopted authorizing resolutions;

NOW, THEREFORE, in consideration of the mutual premises and terms and conditions hereinafter set forth, the municipalities hereby agree as follows:

1. **PURPOSE.** In an effort to economically and efficiently provide shared governmental services Cranford and Garwood have agreed that Cranford shall continue to provide all Uniform Construction Code enforcing agency services in accordance with the Uniform Shared Services and Consolidation Act, including all construction official services and sub-code official services. The governing bodies of Cranford and Garwood have determined that the best interests of each municipality and its residents can be most efficiently and economically served by Cranford providing certain construction inspection services to Garwood through Cranford's construction office. This agreement is mutually beneficial to each municipality.

2. **TERM.** This Agreement shall be effective as of August 1, 2017, and the duration shall be four (4) years from that date. However, either party has the right to terminate this Agreement for any reason on ninety (90) days written notice to the other party.

3. **SERVICES.** Cranford, through its construction and inspection personnel, will provide the following services to Garwood:

- (A) Construction official inspections and plan review as per the Uniform Construction Code.
- (B) Building Subcode Official and Inspection services per the Uniform Construction Code.
- (C) Electrical sub-code official and inspection services as per the Uniform Construction Code.
- (D) Plumbing sub-code official and inspection services as per the Uniform Construction Code.
- (E) Elevator sub-code official and inspection services as per the Uniform Construction Code.

- (F) Fire sub-code official and inspection services as per the Uniform Fire Code.
- (G) Cranford will use its own officials and employees and will not be utilizing or hiring existing Garwood employees for said services.
- (H) The Cranford Construction Official will assign appropriate Cranford inspectors as necessary to perform Garwood inspections in a reasonably and timely manner. The days and times of said inspections may be determined by him due to staffing needs. The construction official will perform inspections on a first-come first-served basis within the reasonable scheduling discretion of the construction official.
- (I) The Cranford construction official and inspectors will retain all files for performance of the required services pursuant to this Agreement in accordance with Cranford's record retention policy. Copies of the files may be retained by Garwood. It is understood that Garwood will have reasonable access to said files. After final action as to any particular matter, Garwood will continue to have reasonable access to all original records and files. Garwood will be entitled to receive copies of all records. In the event that this Agreement is terminated, Garwood's records and equipment will be returned to it.
- (J) All services provided by Cranford shall be done by appropriate licensed inspectors and officials and shall be done in the manner prescribed by the Uniform Construction Code or other appropriate code or inspection standards within the normal reasonable discretionary authority of said officials. The parties recognize that the term of office of any construction official or sub-code official shall, except for good cause, be four (4) years or as otherwise prescribed by law.
- (K) The Cranford construction official will maintain lines of communication with the Garwood governing body and Borough staff regarding activities and responsibilities which are the subject of this Agreement.
- (L) All zoning matters shall be approved by the Zoning Officer of the Borough of Garwood prior to the application for or issuance of any permit from the Cranford construction code official.
- (M) The Cranford construction department will file monthly with the Borough of Garwood the following: Copies of permits issued to Garwood residents, copies of monthly reports including but not limited to, 1) Certificate Detail, 2) Permit Fee Log Report, 3) Fee Payment Log Detail, or any other related report indicating permits issued and fees collected.

4. PAYMENT. In return for providing the services outlined herein, Cranford will retain free of claim from Garwood, all municipal enforcing agency fees charged and collected up to \$125,000 in each calendar year. For all municipal enforcing agency fees charged and collected after the initial \$125,000 in any calendar year, Cranford shall collect all fees and shall retain 70% of such fees and pay 30% of such fees over to Garwood, which payment shall be made to Garwood in January for the preceding year and shall be paid on or before the last day in January after the receipt of such fees and calculation by the Borough of Garwood.

5. EMPLOYMENT STATUS. It is acknowledged by Cranford and Garwood that any agent, servant, employee or any other designated party provided by Cranford to perform the services outlined in

this Agreement shall not be considered an employee of the Borough of Garwood, but rather shall be considered an employee of the Township of Cranford.

6. LIABILITY.

(a) During the term of this Agreement, Garwood shall add Cranford and any agent and employee of Cranford as additional insureds to its general liability and automobile insurance policies and provide evidence of same prior the start Date of this Agreement.

(b) Garwood shall indemnify and hold harmless Cranford and any agent and employee of Cranford from all claims for general liability and automobile liability arising out of Cranford's provision of the enforcing services to Garwood so long as the actions upon which the demand or claim or assertion of liability were performed in the course of carrying out such duties on behalf of Garwood in accordance with this Agreement and were not the consequence of a criminal act. Such indemnification shall include payment of reasonable attorney's fees and costs incurred in the defense of any claim made by a third person.

7. CIVIL SERVICE PROVISIO. Under no circumstances shall the execution or operation of this Agreement create a civil service status for any Cranford employee or cause the Cranford Township Government to be considered a civil service municipality. In the event that such an unintended determination be made by an appropriate governmental authority, this Agreement shall immediately be deemed void and of no further force and effect.

8. Notices. All notices, reports, or other documents required by this Agreement shall be hand-delivered or mailed or e-mail or by certified mail, return receipt requested, to the respective Clerk of each Municipality at the addresses set forth above.

9. Not Exclusive. Cranford shall have the right to enter into similar agreements with other municipalities to provide public works services during the term of this Agreement.

10. No Assignment. This Agreement may not be assigned by either Municipality without the express written consent of the other Municipality.

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the services contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

12. Governing Law. This Agreement shall be construed, interpreted and governed by the Laws of the State of New Jersey.

13. Validity. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Municipalities as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

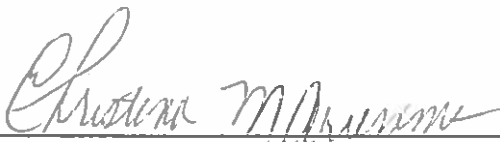
14. Counterparts. This Agreement may be executed in several counterparts and by facsimile signatures, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any party executing by facsimile signature shall provide original copies as soon as reasonably practicable.


15. Filing with DCA. The parties shall cause this Agreement to be filed with the Division of Local Government Services of the New Jersey Department of Community Affairs for informational purposes pursuant to N.J.S.A. 40A:65-4

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and attested as of the first day and year first written above

ATTEST:

BOROUGH OF GARWOOD

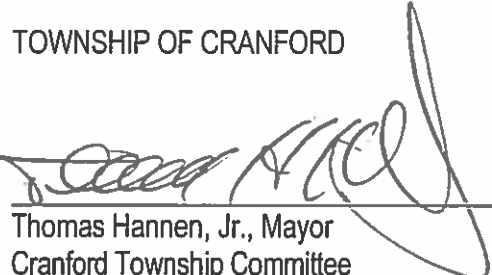

Christina M. Ariemma, RMC, Borough Clerk


Charles P. Lombardo, Mayor

ATTEST:

TOWNSHIP OF CRANFORD


Tara Rowley, RMC, Township Clerk


Thomas Hannen, Jr., Mayor
Cranford Township Committee

BOROUGH OF GARWOOD
UNION COUNTY, NEW JERSEY
MUNICIPAL BUILDING
403 SOUTH AVENUE
GARWOOD, NJ 07027

RESOLUTION NO. 17-175

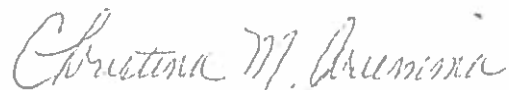
WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., permits, authorizes and encourages public bodies such as municipalities to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction, whether administrative, educational, instructional or otherwise; and

WHEREAS, the Borough of Garwood and the Township of Cranford have entered into such agreements, most recently on December 22, 2015, to provide Uniform Construction Code services and sub-code official services; and

WHEREAS, the Borough of Garwood and the Township of Cranford have agreed to modify the December 22, 2015 agreement and to enter into a revised agreement;

NOW THEREFORE, BE IT RESOLVED, by the Council of the Borough of Garwood that the Mayor and Borough Clerk be and are hereby authorized to enter into an Inter-local Services Agreement between the Borough of Garwood and the Township of Cranford for the provision of enforcing agency services in accordance with the New Jersey Uniform Construction Code, including all construction official services, and related services.

I, Christina M Ariemma, Municipal Clerk of the Borough of Garwood hereby attest that this Resolution was adopted by the Council of the Borough of Garwood on September 26, 2017.



CHRISTINA M. ARIEMMA, Municipal Clerk

**TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY**

RESOLUTION NO. 2017-319

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., permits, authorizes and encourages public bodies such as municipalities to enter into agreements with each other to contract for the provision of any service which the parties to such agreement are empowered to render under and within its own jurisdiction, whether administrative, educational, instructional or otherwise; and

WHEREAS, the Township of Cranford and the Borough of Garwood have entered into such agreements, most recently on December 22, 2015, to provide Uniform Construction Code construction services and sub-code official services; and

WHEREAS, the Township of Cranford and the Borough of Garwood have agreed to modify the December 22, 2015 agreement and to enter into a revised agreement;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Township Clerk are hereby authorized and directed to sign a shared services agreement with the Borough of Garwood for the above-mentioned services; and

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held September 12, 2017.



Tara Rowley, RMC
Township Clerk

Dated: 9/13/17